

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 5**

COASTAL INTERNATIONAL SECURITY, INC.

and

Case 5-CA-94692

INTERNATIONAL UNION, SECURITY, POLICE
AND FIRE PROFESSIONALS OF AMERICA
(SPFPA), AND ITS AMALGAMATED LOCAL 287

**MOTION TO TRANSFER CASE TO THE BOARD
AND FOR DEFAULT JUDGMENT**

Pursuant to Section 102.24 and 102.50 of the National Labor Relations Board's Rules and Regulations and Statements of Procedure, Series 8, as amended, herein called the Rules, the undersigned Counsel for the General Counsel, respectfully moves that the National Labor Relations Board, herein called the Board: (1) transfer this case and continue proceedings before the Board; (2) deem the allegations in the Complaint issued on November 12, 2013 as admitted to be true without taking evidence supporting allegations in the Complaint issued on November 12, 2013; and (3) grant Default Judgment and issue a Decision and Order herein based on the following:

1. On December 11, 2012, International Union, Security, Police and Fire Professionals of America (SPFPA), and its Amalgamated Local 287 (the Union), filed a charge in Case 5-CA-94692 against Coastal International Security, Inc. (Respondent) and a copy of the charge was served by mail on Respondent on December 12, 2012. A copy of the charge is attached as Exhibit 1, and the Regional Director's transmittal letter is attached as Exhibit 2.
2. On March 28, 2013, the Regional Director issued a Complaint and Notice of Hearing, (the Complaint), alleging that since on in or around July 2011, the exact date being

presently unknown to the undersigned, and at all material times, Respondent has recognized the Union as the exclusive collective-bargaining representative of the Unit, that this recognition has been embodied in a collective-bargaining agreement effective by its terms from July 29, 2011 until July 31, 2014, and that at all times since at least sometime in or around July 2011, the Union has been the exclusive collective-bargaining representative of the Unit. A copy of the Complaint is attached as Exhibit 3.

3. The Complaint further alleged that Respondent violated Section 8(a)(5) of the Act since on or about June 12, 2012, when it failed to continue in effect all the terms and conditions of Respondent's and the Union's collective-bargaining agreement by failing and refusing to terminate, upon the Union's valid request, employees who fail to become members of the Union pursuant to the union-security provisions within the collective-bargaining agreement described in the Complaint. A copy of the collective-bargaining agreement (the Contract) is attached as Exhibit 4.

4. The Contract contains a provision entitled "Article 2 – Union Security and Membership," providing in pertinent part Respondent's union security obligations as follows:

All officers hereafter employed by The Employer in the classification covered by this Agreement shall become members of the Union not later than the thirty-first (31st) day following the beginning of their employment, or the date of the signing of this Agreement, whichever is later, as a condition of continued employment.

An officer who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within ten (10) days after the thirtieth (30th) day following the effective date of this Agreement or within ten (10) days after the thirtieth (30th) day following employment, whichever is later, and shall remain a member of the Union, to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, whichever employed under, and for the duration of, this Agreement.

Officers meet the requirement of being members in good standing of the Union, within the meaning of this Article, by tendering the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union or, in the

alternative, by tendering to the Union the financial core fees and dues, as defined by the U.S. Supreme Court in *NLRB v. General Motors Corporation*, 373 U.S. 734 (1963) and *Beck v. Communications Workers of America*, 487 U.S. 735 (1988).

In the event the Union requests the discharge of an officer for failure to comply with the provisions of this Article, it shall serve written notice on the Employer requesting that the employee be discharged effective no sooner than two (2) weeks of the date of that notice. The notice shall also contain the reasons for discharge. In the event, the Union subsequently determines that the employee has remedied the default prior to the discharge date, the Union will notify the Employer and the officer, and the Employer will not be required to discharge that officer.

....

5. On April 10, 2013, Respondent filed with the Regional Director its Answer to the Complaint, by which it denied the alleged unfair labor practices. A copy of the Answer is attached as Exhibit 5.

6. On May 15, 2013, the Regional Director, on a bilateral basis, approved the informal Settlement Agreement (the Settlement Agreement) in this matter, a copy of which is attached as Exhibit 6. Respondent (The Settlement Agreement refers to Respondent as Charged Party.) executed the Settlement Agreement on May 10, 2013. The Union (The Settlement Agreement refers to the Union as the Charging Party.) executed the Settlement Agreement on May 13, 2013. Referenced in and attached to the Settlement Agreement is a Notice to Employees (Notice), as resolution of the case. A copy of the Notice is attached as Exhibit 7.

7. The Settlement Agreement contains a provision entitled, "COMPLIANCE WITH NOTICE" providing that:

The Charged Party will comply with all the terms and provisions of said Notice, including, but not limited to, the obligation to honor and comply with all union-security provisions contained in our collective-bargaining agreement with the Charging Party effective July 29, 2011, until July 31, 2014, upon the Charging Party's valid request and contemporaneous documentation that the Charging Party has fulfilled its obligations to the employee (e.g., notifying the employee of precise amount of dues owed, the time period in question, the method of computation, the consequences of not complying, and a reasonable opportunity to meet the dues obligation), with that documentation showing the place and method of delivery.

8. The Settlement Agreement also contains a provision entitled “PERFORMANCE,” requiring immediate compliance with the Settlement Agreement’s terms, and the following provision addressing the event of Respondent’s non-compliance with the terms of the Settlement Agreement:

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a complaint that will include the allegations spelled out above in the Scope of Agreement section. Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that all of the allegations of the complaint will be deemed admitted and it will have waived its right to file an Answer to such complaint. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

9. On various dates in around May 2013, the Union advised certain employees of Respondent that they had failed to pay periodic dues pursuant to the union security clause of the collective-bargaining agreement. A copy of one of those letters is attached as Exhibit 8.

10. On various dates in around June 2013, the Union advised the Employer that the employees discussed in Paragraph 9 had not effectuated dues payment and that the Employer should terminate those employees’ employment. A copy of one of those letters is attached as Exhibit 9.

11. On various dates in July 2013, Respondent, in pertinent part, advised its employees that Respondent would impose progressive discipline on employees that have failed to resume union dues payment. A copy of one of those letters is attached as Exhibit 10.

12. On August 21, 2013, the Regional Director for Region 5 of the NLRB (Region 5) issued a letter advising the Employer that its failure to honor the Union's multiple requests that the Employer comply with the union security clause provision of the collective-bargaining agreement as it related to approximately 35 employees or to explain, its refusing to do so, is non-compliance with the Settlement Agreement. A copy of this letter is attached as Exhibit 11.

13. On August 26, 2013, the Union, by e-mail, sent copies of the written communications discussed in Paragraphs 9, 10, and 11 to Region 5 and to Respondent, objecting to the content of Respondent's communications about union security obligations to its employees. A copy of the e-mail is attached as Exhibit 12.

14. (a) On August 27, 2013, the Compliance Officer for Region 5, by e-mail, informed Counsel for the Respondent and Counsel for the Union that the letters referenced in paragraph 11 was a serious breach of the Settlement Agreement and requested that Respondent cure that breach.

(b) In email communications dated August 27, 2013 and September 4, 2013, Counsel for Respondent responded by notifying the Compliance Officer that Respondent refused to cure the breach. A copy of those email communications is attached as Exhibit 13.

15. Since entering into the Settlement Agreement and since the Settlement Agreement was approved by the Regional Director, Respondent has failed and refused to comply with all of its terms, despite its clear agreement to do so as set forth in the Settlement Agreement.

16. On November 12, 2013, the Regional Director reissued the Complaint in Case 5-CA-94692 (Reissued Complaint), alleging that Respondent violated Section 8(a)(5) of the Act by the acts and conduct described above in paragraphs 2 and 3. A copy of the Reissued Complaint is attached as Exhibit 14.

17. As referenced above in paragraph 8, the Settlement Agreement provides that in the event of non-compliance, Respondent will not contest the validity of the allegations made in the Reissued Complaint. The Settlement Agreement clearly sets forth that the only issue Respondent may raise in response to an Order to Show Cause the Board may issue, is whether Respondent defaulted on the terms of the Settlement Agreement. The Board has explicitly approved of such a provision and found it enforceable. See *Ernest Lee Tile Contractors, Inc.*, 330 NLRB No. 61 (2000) (language enforceable despite partial compliance with settlement agreement); *Tuv Taam Corp.*, 340 NLRB 756 (2003); and *Chicago Parking Company*, 356 NLRB No. 72 (2011). Respondent has had ample time and opportunity to comply with the terms of the Settlement Agreement, yet it has failed to do so.

WHEREFORE, Counsel for the General Counsel respectfully moves that the Board:

- (i) Find that Respondent has withdrawn its Answer pursuant to the terms of the Settlement Agreement; that Respondent has waived its right to file an Answer to the Reissued Complaint under the terms of the Settlement Agreement; that the allegations of the Reissued Complaint be deemed to be true; and that no hearing is necessary;
- (ii) Find that Respondent violated Section 8(a)(5) of the Act, as alleged in the Reissued Complaint; and,
- (iii) Issue a Decision and Order containing findings of fact and conclusions of law based on, and in accordance with, the allegations of the Reissued Complaint, remedying such

unfair labor practices; specifically provide that Respondent post a Notice to Employees; and grant such other relief as may be appropriate and proper to remedy the allegations in the reissued Complaint.

Dated at Washington, D.C., this 12th day of November 2013.

Respectfully submitted,

/s/ *Synta E. Keeling*

Synta E. Keeling
Counsel for the General Counsel
National Labor Relations Board, Region 5
1099 14th Street NW, Suite 6300
Washington, D.C. 20570
Telephone: 202-273-2995
Facsimile: 202-208-3013
E-mail: synta.keeling@nlrb.gov

CERTIFICATE OF SERVICE

This is to certify that on November 12, 2013, copies of the General Counsel's Motion to transfer Case to the Board and for Default Judgment were served by e-mail on the following:

Jonathan J. Spitz, Attorney at Law
Jackson Lewis LLP
1155 PEACHTREE ST NE STE 1000
ATLANTA, GA 30309-3630
Phone: (404)586-1835
Email: spitzj@jacksonlewis.com
Fax: (404)525-1173

Gregory A. Gordon, Esq.
Gregory, Moore, Jeakle & Brooks, P.C.
65 Cadillac Sq Ste 3727
The Cadillac Tower
Detroit, MI 48226-2893
Phone: (313)964-5600
Email: gordon@unionlaw.com

Respectfully submitted,

/s/ *Synta E. Keeling*

Synta E. Keeling
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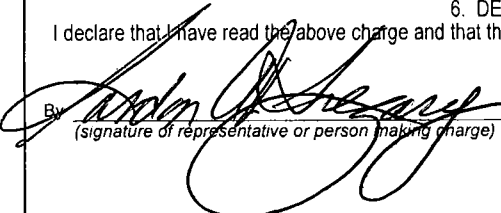
UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

FORM EXEMPT UNDER 44 U.S.C. 3512

DO NOT WRITE IN THIS SPACE	
Case 05-CA-094692	Date Filed 12/11/2012

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT	
a. Name of Employer Coastal International Security, Inc.	b. Tel. No. 505-692-8469
	c. Cell No.
	f. Fax No. 866-363-5355
d. Address (Street, city, state, and ZIP code) P.O. Box 1410 Santa Cruz, NM 87567	e. Employer Representative Sean J. Engelin Director Labor Relations
	g. e-Mail seanengelin@agc-services.com
	h. Number of workers employed 21
i. Type of Establishment (factory, mine, wholesaler, etc.) Security Agency	j. Identify principal product or service Security
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (5) _____ of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act	
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) The job site is in the Ronald Reagan Building, Washington, DC. Since on or about July 1, 2012, and continuing to date, the Employer, by its officers, agents and representatives, has repudiated the collective bargaining agreement by refusing and failing to implement the union security provision. By the foregoing and other acts, the Employer has interfered with, restrained and coerced its employees in violation of the rights guaranteed in Section 7 of the Act.	
3. Full name of party filing charge (if labor organization, give full name, including local name and number) International Union, Security, Police and Fire Professionals of America (SPFPA) and its Local Union No. 287	
4a. Address (Street and number, city, state, and ZIP code) 25510 Kelly Road Roseville, MI 48066	4b. Tel. No. 586-772-7250
	4c. Cell No.
	4d. Fax No. 586-772-9644
	4e. e-Mail
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) Same as 3.	
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.	
By  (signature of representative or person making charge)	Gordon A. Gregory, General Counsel (Print/type name and title or office, if any)
65 Cadillac Square, Suite 3727, Detroit, MI 48226 Address	12/4/2012 (date)
	Tel. No. 313-964-5600
	Office, if any, Cell No.
	Fax No. 313-964-2125
	e-Mail Gordon@unionlaw.net

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary, however, failure to supply the information will cause the NLRB to decline to invoke its processes.

Exhibit 001

Page 1 of 1



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 05
BANK OF AMERICA CENTER, TOWER II
100 S. CHARLES STREET, STE 600
BALTIMORE, MD 21201

Agency Website: www.nlr.gov
Telephone: (410)962-2822
Fax: (410)962-2198

December 12, 2012

Mr. Sean J. Engelin, Director Labor Relations
Coastal International Security, Inc.
P.O. Box 1410
Santa Cruz, NM 87567-1410

Re: Coastal International Security, Inc.
Case 05-CA-094692

Dear Mr. Engelin:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Examiner Ximena P. Molano whose telephone number is (202) 273-2926. The mailing address is 1099 14th Street, N.W., Suite 6300, Washington, DC 20570-0001. If this Board agent is not available, you may contact Resident Officer Mark B. Kalaris whose telephone number is (202) 208-3076.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, www.nlr.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent.

Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

Procedures: We strongly urge everyone to submit all documents and other materials (except unfair labor practice charges and representation petitions) by E-Filing (not e-mailing) through our website, www.nlr.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB office upon your request. NLRB Form 4541 offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink that reads "Wayne R Gold". The signature is written in a cursive, slightly slanted style.

Wayne R. Gold
Regional Director

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire

Revised 3/21/2011

NATIONAL LABOR RELATIONS BOARD

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME

Coastal International Security, Inc.

CASE NUMBER

05-CA-094692

1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)

2. TYPE OF ENTITY

☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify)

3. IF A CORPORATION or LLC

A. STATE OF INCORPORATION
OR FORMATION

B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS

5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR

6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).

7. A. PRINCIPAL LOCATION:

B. BRANCH LOCATIONS:

8. NUMBER OF PEOPLE PRESENTLY EMPLOYED

A. Total:

B. At the address involved in this matter:

9. DURING THE MOST RECENT (Check appropriate box): ☐ CALENDAR YR ☐ 12 MONTHS or ☐ FISCAL YR (FY dates)

YES NO

A. Did you **provide services** valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value.
\$B. If you answered no to 9A, did you **provide services** valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided.
\$C. If you answered no to 9A and 9B, did you **provide services** valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$D. Did you **sell goods** valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$E. If you answered no to 9D, did you **sell goods** valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount.
\$F. Did you **purchase and receive goods** valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$G. Did you **purchase and receive goods** valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$H. **Gross Revenues** from all sales or performance of services (Check the largest amount):
☐ \$100,000 ☐ \$250,000 ☐ \$500,000 ☐ \$1,000,000 or more If less than \$100,000, indicate amount.

I. Did you begin operations within the last 12 months? If yes, specify date: _____

10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?

☐ YES ☐ NO (If yes, name and address of association or group).

11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS

NAME

TITLE

E-MAIL ADDRESS

TEL. NUMBER

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)

SIGNATURE

E-MAIL ADDRESS

DATE

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

COASTAL INTERNATIONAL SECURITY, INC.

Charged Party

and

**INTERNATIONAL UNION SECURITY POLICE
AND FIRE PROFESSIONALS OF AMERICA,
LOCAL 287**

Charging Party

Case 05-CA-094692

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on December 12, 2012, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Mr. Sean J. Engelin, Director Labor Relations
Coastal International Security, Inc.
P.O. Box 1410
Santa Cruz, NM 87567-1410

December 12, 2012

Date

David Smith, Designated Agent of NLRB

Name

/s/David Smith

Signature

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 5**

COASTAL INTERNATIONAL SECURITY, INC.

and

Case 5-CA-94692

INTERNATIONAL UNION, SECURITY, POLICE
AND FIRE PROFESSIONALS OF AMERICA
(SPFPA), AND ITS AMALGAMATED LOCAL 287

COMPLAINT AND NOTICE OF HEARING

International Union, Security, Police and Fire Professionals of America (SPFPA), and its Amalgamated Local 287, herein called the Charging Party, has charged that Coastal International Security, Inc., herein called Respondent, has been engaging in unfair labor practices as set forth in the National Labor Relations Act, 29 U.S.C. § 151 et seq., herein called the Act. Based thereon, the Acting General Counsel, by the undersigned, pursuant to Section 10(b) of the Act and Section 102.15 of the Rules and Regulations of the National Labor Relations Board, herein called the Board, issues this Complaint and Notice of Hearing and alleges as follows:

1. The charge in this proceeding was filed by the Union on December 11, 2012, and a copy was served by mail on Respondent on December 12, 2012.

2. (a) At all material times, Respondent has been a South Carolina corporation with an office and place of business in the District of Columbia and has been engaged in providing security services to various firms and institutions, including the United States Government at the Ronald Reagan Building and International Trade Center in the District of Columbia.

(b) In conducting its business operations described above in paragraph 2(a), during the calendar year ending December 31, 2012, Respondent performed services valued in excess of \$50,000 in states outside the District of Columbia.

(c) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

3. At all material times, the Union, has been a labor organization within the meaning of Section 2(5) of the Act.

4. At all material times, the following individuals have held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Maureen Dolan	-	Labor Relations Specialist
Sean Engelin	-	Director of Labor Relations
Janet Gunn	-	Vice-President of Human Resources
Justin Reilly	-	Senior Legal Administrator

5. (a) The following employees of Respondent, herein called the Unit, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All Security Officer Employees within the unit working at the Ronald Reagan Building in Washington, DC, excluding all other employees including Sergeants, Lieutenants, Captains, office clerical employees and professional employees as defined in the National Labor Relations Act.

(b) Since at least sometime in or around July 2011, the exact date being presently unknown to the undersigned, and at all material times, Respondent has recognized the Union as the exclusive collective-bargaining representative of Unit. This recognition has been embodied in a collective-bargaining agreement effective by its terms from July 29, 2011, until July 31, 2014.

(c) At all times since at least sometime in or around July 2011, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

6. (a) Since on or about June 12, 2012, Respondent failed to continue in effect all the terms and conditions of the agreement described above in paragraph 5(b) by failing and refusing to

terminate, upon the Union's valid request, employees who fail to become members of the Union pursuant to the union-security provisions within the agreement described above in paragraph 5(b).

(b) The terms and conditions of employment described above in paragraph 6(a), are mandatory subjects for the purposes of collective bargaining.

(c) Respondent engaged in the conduct described above in paragraphs 6(a) and 6(b), without the Union's consent.

7. By the conduct described above in paragraph 6, Respondent has been failing and refusing to bargain collectively with the exclusive collective-bargaining representative of its employees within the meaning of Section 8(d) of the Act in violation of Section 8(a)(1) and (5) of the Act.

8. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations; it must file an answer to the complaint. The answer must be **received by this office on or before April 11, 2013, or postmarked on or before April 10, 2013.** Unless filed electronically in a pdf format, Respondent should file an original and four copies of the answer with this office.

An answer may also be filed electronically by using the E-Filing system on the Agency's website. In order to file an answer electronically, access the Agency's website at <http://www.nlrb.gov>, click on **E-Gov tab**, select **E-Filing** and then follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed

by counsel or non-attorney representative for represented parties or by the party if not represented. See Sections 102.21. If an answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing.

Service of the answer on each of the other parties must be accomplished in conformance with the requirements of Section 102.114 of the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE that commencing at 10:00 a.m., E.D.T., on the 22nd day of May 2013, in Hearing Room 5600 East, 1099 14th Street, NW, Washington, DC, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Baltimore, Maryland this 28th day of March 2013.

(SEAL)

WAYNE R. GOLD

Wayne R. Gold, Regional Director
National Labor Relations Board, Region 5
Bank of America Center -Tower II
100 South Charles Street, Suite 600
Baltimore, Maryland 21201

Attachments



Agreement

between

Coastal International Security, Inc.

and the

**INTERNATIONAL UNION, SECURITY, POLICE,
AND FIRE PROFESSIONALS OF AMERICA
(SPFPA) AND ITS AMALGAMATED LOCAL 287**

Thereof representing the

SECURITY OFFICERS

of the

Protective Services Contract

AT

Ronald Reagan Building, Washington, DC

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ARTICLE 1 – SCOPE OF AGREEMENT

SECTION 1.1 – RECOGNITION

This Agreement is entered into by and between Coastal International Security, Inc., hereinafter referred to as the "Company," and the International Union, Security, Police and Fire Professionals of America (SPFPA), and its Amalgamated Local 287, hereinafter referred to as the "Union."

The Company hereby recognizes the Union as the sole bargaining agent for all of its Security Officer Employees within the unit working at the Ronald Reagan Building in Washington DC, excluding all other employees including Sergeants, Lieutenants, Captains, office clerical employees and professional employees as defined in the National Labor Relations Act.

It is in the mutual interests of the Employees and the Company to promote and further the efficiency and economy of operations, to provide orderly collective bargaining relations, a method for the prompt and equitable disposition of grievances, and a method for the establishment of fair wages, hours and working conditions for the Employees covered hereunder. In making this Agreement, it is recognized to be the duty of the Parties to cooperate fully with each other, both individually and collectively, for the advancement of the purposes of this Agreement.

SECTION 1.2 – DEFINITIONS

Whenever the words "Employee" or "Employees" are used in this agreement they designate only such employees as are covered by this agreement.

SECTION 1.3 – PROBATIONARY EMPLOYEES

Newly hired employees and transferees shall be classified as probationary employees for a period of one hundred twenty (120) days from date of hire. During their probationary period, Employees may be subject to discipline or discharge at the sole discretion of the Employer, without regard to the provisions of Articles VII and VIII of this Agreement. All other provisions of this Agreement are applicable to probationary employees.

SECTION 1.4 – TEMPORARY EMPLOYEES

Based on the written direction of the Government, the Employer shall have the right to hire temporary employees who shall be excluded from the seniority provisions of Article XVI of this Agreement. At the time of hire, the Employer will inform the temporary employee that they are temporary and explain the conditions of employment. A temporary employee may work for a period not to exceed in the aggregate three (3) months. The said three (3) month period referred to in the preceding sentence may be extended for up to an additional three (3) month period at the written request of the Government. Any employee hired as a permanent employee after working as a temporary, will accrue seniority that will include their time as a temporary employee.

ARTICLE 2 – UNION SECURITY AND MEMBERSHIP

All officers hereafter employed by The Employer in the classification covered by this Agreement shall become members of the Union not later than the thirty-first (31st) day following the beginning of their employment, or the date of the signing of this Agreement, whichever is later, as a condition of continued employment.

An officer who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within ten (10) days after the thirtieth (30th) day following the effective date of this Agreement or within ten (10) days after the thirtieth (30th) day following employment, whichever is later, and shall remain a member of the Union, to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, whichever employed under, and for the duration of, this Agreement.

Officers meet the requirement of being members in good standing of the Union, within the meaning of this Article, by tendering the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union or, in the alternative, by tendering to the Union financial core fees and dues, as defined by the U.S. Supreme Court in *NLRB v. General Motors Corporation*, 373 U.S. 734 (1963) and *Beck v. Communications Workers of America*, 487 U.S. 735 (1988).

In the event the Union requests the discharge of an officer for failure to comply with the provisions of this Article, it shall serve written notice on the Employer requesting that the employee be discharged effective no sooner than two (2) weeks of the date of that notice. The notice shall also contain the reasons for discharge. In the event the Union subsequently determines that the employee has remedied the default prior to the discharge date, the Union will notify the Employer and the officer, and the Employer will not be required to discharge that officer.

Anything herein to the contrary notwithstanding, an officer shall not be required to pay money to the Union, or to become a member of, or continue membership in, the Union as a condition of employment, if employed in any state, in any location other than an enclave wherein exclusive Federal jurisdiction applies, which prohibits or otherwise makes unlawful payment to a labor organization or membership in a labor organization as a condition of employment.

ARTICLE 3 – DUES CHECK OFF

The Employer agrees to deduct initiation fees and Union dues for proportionate share payments from the wages of officers who voluntarily authorize the Employer to do so on a properly executed payroll deduction card in the form attached as Appendix C. Such deductions shall be made from the first paycheck of each month, or the first pay received in that month in which the officer has sufficient net earnings to cover the Union membership dues or payments. Funds deducted, along with a summary sheet, including the names, addresses, social security number and local union number of officers and the amount of dues deducted from each shall be remitted to the Secretary/Treasurer of the International Union (SPFPA) within fifteen (15) days after the

first regular payday of the month.

The Union agrees it will promptly furnish to the Employer a written schedule of the Union dues, initiation fees, and proportionate share payments. The Union also agrees to promptly notify the Employer in writing of any changes to these amounts. Union authorization cards must be submitted prior to the fifteenth (15th) of the month proceeding the date that deductions are to be made.

The Union agrees to indemnify the Employer against any loss or claim, which may arise as a result of The Employer's compliance with the Union membership or check off articles. In addition, the Union agrees to return to the Employer any erroneous or improper overpayment made to it.

SECTION 2.6 TERMINATION OF EMPLOYMENT

In the event of termination of employment, there shall be no obligation upon the Employer to collect dues until all other deductions have been made.

SECTION 2.7 EMPLOYEE LIST

The Employer's Site Manager will make available to the Union a list of newly hired and terminated Employees covered by this Agreement. Such list will be prepared monthly and will show the name, social security number, job classification and hire or termination date of such Employees who were hired or terminated during the month for which the list is prepared. This list shall be made available to the shop stewards.

SECTION 2.8 JOB OPENINGS

The Employer shall notify the Union of all job openings within the bargaining unit covered by this agreement that the Employer chooses to fill. The Union may refer applicants for such openings. In interviewing and hiring for such job openings, the Employer will not discriminate against any applicant referred by the Union. However, nothing in this contract shall be construed to create an exclusive hiring hall arrangement, and the Employer shall at all times be free to advertise and list said job openings from any sources available to the Employer.

SECTION 2.9 JOB QUALIFICATIONS

The Employer shall be the judge of the qualifications of its Employees. Any Employee who disputes the Employer's determination of qualifications can submit a grievance on that issue.

SECTION 2.10 INDEMNIFICATION

The Union agrees to indemnify and save the Employer harmless against any claim, suits, judgments or liabilities of any sort whatsoever arising out of the Employer's compliance with the provisions of Sections 2.1-2.8 of this Union Security and Membership Article.

ARTICLE 4 – NON-DISCRIMINATION/NON-HARASSMENT

The Employer and Union agree that there shall be no discrimination or harassment by the Employer or the Union against employees because of race, color, creed, religion, national origin, sex, age, disability, marital or other status as protected by applicable law, or because of their involvement in or refraining from participating in Union activities except as required by Article II of this Agreement.

Employees with disabilities who require accommodation should contact the Employer's Corporate HR Department, which is located at the Employer's Corporate Headquarters.

ARTICLE 4 – MANAGEMENT RIGHTS

Subject only to such limitations as may be imposed by this Agreement and applicable statute, the Company retains the sole and exclusive right to manage its business and to direct the working force, including but not limited to the right to schedule work, to determine shifts, to assign work and working hours to employees, to determine the amount and location of work, to determine the type of services performed, to establish reasonable quality and performance standards, to determine the most efficient means of providing service, to require every employee to comply with normal, reasonable operating procedures, to formulate and enforce reasonable Company rules and regulations which are equitably applied, to hire employees, to discipline (including discharge) for just cause, to promote, demote, layoff and transfer employees, to maintain the discipline and efficiency of employees, to judge skill, ability and physical fitness in a reasonable, nondiscriminatory manner, to control and regulate the use of all equipment and other property of the Company and/or the Government and subcontract work at the convenience of the Government; provided, however, that with respect to any action which results in a change in established work rules, existing hours of work or the size of the work force, the Company shall give such prior notice to the Union as feasible and shall negotiate with the Union upon request. Further, the Company may have its supervisors or managers perform bargaining unit work if no bargaining unit employee is available or eligible to perform the duties in question. The Company explicitly retains any and all rights which are not covered by this Agreement and which it previously exercised.

ARTICLE 5 – EMPLOYEE CLASSIFICATIONS

Employees who regularly work thirty-two (32) to forty (40) hours per week shall be considered "full-time."

The Employer acknowledges that the Employees would like to work as many hours as possible.

The Employer will make a reasonable effort to schedule full-time employees for as close to 40 hours as possible, inclusive of gear up gear downtime.

Employees who regularly work less than thirty-two (32) hours per work week shall be considered "part-time."

The term "hours" as used herein includes hours paid for vacation, holidays, sick leave, bereavement leave and jury duty.

In any event, an Employee who works less than an average of sixteen (16) hours per week in any thirty (30) day period shall receive written notice from the Employer, with a copy of such notice sent to the Union, and shall have ten (10) days from the mailing of that notice to contact the Employer to attempt to increase hours worked to sixteen (16) or more hours per week. The failure of the Employee to contact the Employer in such a matter may, at the Employer's sole discretion, result in the Employee's termination. All Employees will be notified of this requirement at the time of hiring. This provision shall not require the Employer to modify any work schedules.

ARTICLE 6 – WORK WEEK AND HOURS OF WORK

SECTION 6.1 – WORKWEEK

The workweek shall be from 0001 hours Sunday until 2400 hours Saturday. Wages shall be paid bi-weekly on the second Friday following the end of the pay-period.

SECTION 6.2 – SCHEDULING OF WORK

The Employer shall schedule the hours of work of Employees at least two (2) weeks in advance, except in circumstances beyond the Employer's control. Nothing shall preclude the Employer from scheduling employees to work ten (10) or twelve (12) hour shifts.

SECTION 6.3 – BREAKS

Employees who work shifts of more than four (4) hours and less than eight (8) hours shall receive a fifteen-minute paid break during their shift.

Employees who work shifts of eight (8) or more hours shall receive a thirty (30) minute unpaid break and two fifteen minute paid breaks during their shift.

In addition, Employees shall be provided with breaks for emergency purposes as reasonably required.

SECTION 6.4 – OVERTIME

Overtime pay is to be paid at the rate of one and one-half (1½) times the basic hourly straight time rate for all hours worked over 40 hours in a workweek. A workday shall be defined as from 0001 hours until 2400 hours. There will not be any pyramiding of hours worked. Paid vacation time, personal/sick or holiday time shall not be counted as hours worked in the calculation of overtime. The opportunity to work overtime shall be provided consistent with the Employer's business needs and circumstances and must be authorized in advance by the Employer.

When the Employer has less than twenty-four (24) hours notice of its need to provide coverage, the Employer shall have the right to require an Employee, who normally performs the work, to

remain on duty until relieved and/or to require an available Employee to provide such coverage, as conditions warrant.

When the Employer has advance knowledge that overtime will be required, it will offer such work to available, qualified Employees, by rotation, in order of seniority within their respective Agencies. Should the most senior Employee (s) reject the overtime opportunity, the Employer shall offer the work to the next available, qualified Employee(s) on the seniority list within the Agency. Rejected overtime shall be considered as "over-time worked" for purposes of seniority distribution. Should an insufficient number of qualified Employees agree to work overtime through this procedure, the Employer may assign overtime to available, qualified Employees by reverse seniority. It is the intent of this procedure that overtime work is distributed among available, qualified Employees within their respective Agencies as equally as possible. For purposes of this Section, an Employee who rejects two consecutive overtime opportunities is no longer "available."

Overtime work may be offered to part-time Employees if they provide the Employer with a list of days and times during which they are available and willing to work should extra work become available. However, if a part-time Employee refuses on two separate occasions to work hours offered consistent with such list, other than due to an emergency acceptable to the Employer, the Employer will not have further obligation to offer overtime work to that Employee.

Notwithstanding the foregoing, an Employee shall not be required to remain on duty for more than twelve (12) consecutive hours, except in an emergency situation or when no other Employee is available for relief. It is the responsibility of the Employee to advise Supervisors and Management at what point they will exceed twelve (12) consecutive hours on duty. Employees who fail to ensure Management is advised of the point they will exceed twelve (12) hours of duty are subject to disciplinary measures under Article VII of this agreement. Should a dispute arise among the Employer, Employee and/or Union regarding the existence of an emergency situation, or the availability of relief, the Employee shall continue working as directed by the Employer.

SECTION 6.5 – GEAR UP & GEAR DOWN

Gear up & Guard Mount will be held 15 minutes prior to every shift. Failure to attend guard mount will be considered tardiness and may result in progressive discipline. Each officer will be paid 15 minutes of Gear Down per shift.

Nothing in this Article shall be construed as a guarantee of work, work opportunities, or hours, except as otherwise expressly provided.

ARTICLE 7 – DISCIPLINE

SECTION 7.1 – PROGRESSIVE DISCIPLINE

The Employer shall not discharge, suspend, or otherwise discipline any Employee covered by this Agreement without just cause. Generally, discipline shall be applied in the following manner:

- a. With respect to an Employees first offense of any manner, the Employee will be given a verbal reprimand within five (5) days of the date the offense is noted.
- b. When an Employee has a second offense of any manner, the Employee will be given a written reprimand within five (5) days of the date the offense is noted.
- c. When an Employee has a third offense of any manner, the Employee shall be suspended without pay for a period of one to three days at the sole discretion of the Employer.
- d. With respect to an Employee fourth offense of any manner, the Employee shall be terminated.
- e. All discipline that are more than twelve (12) months old will not be considered for progressive discipline.

SECTION 7.2 – UNEXCUSED TARDINESS

Discipline for unexcused tardiness of 15 minutes or less shall be applied as follows. This tardiness is defined from the start of guard mount as specified in Article VI. Management reserves the right to reassign scheduled duties to another Officer for that day if the scheduled employee is 15 minutes or more late. Unexcused tardiness is defined as failure to call-in, or failure to provide a verifiable excuse for the tardiness. Acceptable reasons that may result in excused tardiness include, but are not limited to, situations that are outside of the employee's control (example: documented public transit breakdown, weather related delay, or documented sudden serious illness)

- a. With respect to a first unexcused tardiness, the Employee shall be given a verbal reprimand within five (5) days of the date the offense is noted.
- b. With respect to a second unexcused tardiness, the Employee shall be given a written reprimand within five (5) days of the date the offense is noted.
- c. With respect to a third unexcused tardiness, the Employee shall be suspended without pay for a period of one to three days at the sole discretion of the Employer.
- d. With respect to a fourth unexcused tardiness, the Employee shall be terminated.

SECTION 7.3 CALL-OFF

It shall constitute an offense for an Employee to cancel work (call off) without providing the Employer with a minimum of six (6) hours notice or, if such notice is not possible, as much advance notice as practical under the circumstances. If an Employee fails to report to work without advance notice, and appears more than fifteen (15) minutes after the start of guard mount, they may, in addition to any discipline provided in Section 7.2 of this Article, be sent home without pay. However, the Employee shall not be disciplined if it is determined in the Employer's reasonable discretion that the occurrence was due to circumstances beyond the

Employee's control.

Any Employee who fails to provide notice of an absence and fails to appear for work, may, at the Employer's sole discretion, be suspended without pay for a period of three days. A second occurrence of this infraction may, at the Employer's sole discretion, result in the Employee's termination. However, the Employee shall not be terminated if it is determined in the Employer's reasonable discretion that the second occurrence was due to circumstances beyond the Employee's control. (Example: public transit breakdown, weather related delay, sudden serious illness)

Officers who are calling off must have available leave, and their time off from work will be charged to sick leave unless no sick leave is available then it will be charged to vacation time.

SECTION 7.4 – SERIOUS OFFENSES

Notwithstanding the foregoing, an Employee is subject to immediate discharge for proven offenses to include, but not limited to, the following:

- a. Drinking or being under the influence of alcohol, illegal drugs, or controlled substances while on duty.
- b. Use or possession of unlawful drug stimulants or alcoholic beverages on the job of job site.
- c. Refusal to submit to drug or alcohol testing as provided in the Drug and Alcohol Testing Policy as may be required under Article XXVIII of this Agreement.
- d. Weapons:
 - Improper use, misplacement, or loss of a firearm, ammunition, OC Spray, baton or handcuffs.
 - Unauthorized or unlawful discharging of a firearm while on duty.
 - Carry a concealed weapon on Government facilities
 - Un-holstering a weapon except for eminent use to protect your life, the life of another person, or to prevent the commission of a felony offense such as murder, rape, armed robbery, kidnapping, etc. Should a Supervisor direct an Officer to un-holster a firearm for any other reason, the Supervisor is held liable for the offense.
 - Carrying an issued weapon off the defined property of the contract or in unauthorized areas.
- e. Possession on the job of a private firearm or other weapon not issued by the Employer pursuant to contract.
- f. Making a willful false statement on an application for employment, Government required form, a gun permit, or a security clearance.
- g. Violations of general or specific Post Orders or directives to include, but not limited to,

inattention to duty, sleeping while on duty or abandoning post.

- h. Neglect of duty, which could cause a claim or penalty to be assessed against the Employer.
- i. Causing or engaging in a strike or work stoppage or other conduct in violation of Article X of this Agreement.
- j. Falsifying, concealing, removing, mutilating, damaging or destroying official documents or records, except for the systematic purging of files or records at the direction of the Employer in accordance with established timetables.
- k. Committing an assault, including the making or uttering of verbal or physical threats.
- l. Accepting bribes, enabling a person to secure stolen property, or permitting unauthorized access to classified material.
- m. Engaging in harassment, sexual harassment or discrimination toward the client, other Employees, or visitors.
- n. Commission of a criminal act that violates any rules, regulations or established practices of the Government.
- o. Willfully falsifying time records, post logs, incident reports and/or other documents.
- p. Gross insubordination toward the Employer or supervisors or insubordination toward the client.
- q. Improper or unauthorized use of Government equipment.

SECTION 7.5 OTHER PROVISIONS

Consistent with the provisions of this Article, the Employer has the right to determine the level and degree of discipline. Disciplinary action shall not be taken without just cause. Under normal circumstances, corrective progressive disciplinary action is taken following a thorough review of the incident, as is stated in the preceding provisions of this Article. In addition, it may be proper to give employee one or more written warnings in some cases before giving a disciplinary suspension. In such situations requiring discipline, the circumstances must be known and each action taken on the merits of the case. The Employer's failure to impose greater or any disciplinary action against an employee shall not be used as the principal evidence to support a grievance by or on behalf of another Employee. The Employer retains the right to suspend an Employee without pay for up to 14 calendar days pending the outcome of a disciplinary investigation. Should the Employee be exonerated following the investigation, they will be entitled to back pay for the work-time scheduled during the period of suspension.

ARTICLE 8 – GRIEVANCE AND ARBITRATION PROCEDURE

For purposes of this Article, the word "days" is defined as weekdays (Monday through Friday) and excludes recognized holidays.

SECTION 8.1 – DEFINITION

A grievance is defined as a claim or dispute by the Employer or Employee or the Union concerning the interpretation of the application of this Agreement, or of any addendum hereto.

If an the employee files a claim in another forum which is also covered by the grievance and arbitration procedure in this Agreement, then the grievance and arbitration procedure will not be available for such a claimed breach of the CBA by the employee or the Union.

SECTION 8.2 – GRIEVANCE PROCEDURE

All grievances must be presented in writing, filed and processed in accordance with the following exclusive procedure:

- **Step 1:** The Employee and the Union Shop Steward shall present the grievance or dispute in writing to the Employee's Contract Manager within seven (7) days of occurrence or when the Employee knew, or by reasonable diligence should have known, of its occurrence. If the Employee does not notify the Contract Manger within the requisite amount of time, or fails to meet any other deadline set forth in this Article, the grievance shall be deemed to have been waived. The Contract Manager shall respond to the grievance in writing within ten (10) days. If the Contract Manager does not respond within ten (10) days, the grievance may proceed to Step 2.
- **Step 2:** If the grievance is not settled at Step 1, the Employee and their Union representative may meet, within seven (7) days of the date on which the Contract Manager responded or should have responded, with the Employer's Regional Manager, National Capital Region, or designee. The Employer's Regional Manager, National Capital Region or designee shall respond to the grievance in writing within ten (10) days of this meeting.
- **Step 3:** If the grievance is not settled at Step 2, the Union shall, within fourteen (14) days of receipt of the Regional Managers response in Step 2 or the date when the Managers Manager's response was due, present the grievance in writing to the Employer's Corporate Human Resources Department. The Employer or their designee shall respond in writing to the grievance within ten (10) days. The Employer and the Union shall have the right to involve senior management or officials in the grievance process at an earlier stage, in their sole discretion.
- **Step 4:** If the grievance is not settled at Step 3, the Union or Company may, within ten (10) days after the receipt of the Employer officer's response in Step 3, appeal the matter to arbitration. Notice that arbitration is desired shall be served upon the Employer within

ten (10) days after the Union receives the Employer's Step 3 answer.

Grievances affecting a class or classes of Employees may be initiated by the Union at Step 2.

SECTION 8.3 – DISCHARGE

A grievance involving discharge of an employee shall be brought directly to Step 2 and must be filed in writing within five (5) days of discharge.

ARTICLE 9 – ARBITRATION

SECTION 9.1 SELECTION OF AN ARBITRATOR

Within (10) days after the filing of the notice of the intent to submit the unsettled grievance to arbitration, the parties shall attempt to mutually select an impartial arbitrator. If the parties are unable to agree within five (5) days of that meeting upon the choice of an arbitrator, they shall request the Federal Mediation and Conciliation Service to submit a list of five (5) persons qualified to act as the impartial arbitrator. A representative of the Employer and a representative of the Union shall meet within five (5) days of the receipt of this list and shall alternately strike two (2) names from the list, the party to strike first to be selected by lot. The fifth remaining person shall thereupon be selected as the impartial arbitrator.

SECTION 9.2 ARBITRATION PROCEEDINGS

During the hearing, each party shall have full opportunity to present evidence and argument, both oral and documentary. The impartial arbitrator will render the finding and award in writing within thirty (30) calendar days after the conclusion of the hearing. The decision of the impartial arbitrator shall be final and binding. The impartial arbitrator shall have no authority to modify, amend, revise, add to, or subtract from any of the terms or conditions of this Agreement.

SECTION 9.3 FEES

The fees of the arbitrator and necessary expenses, including transcript, if desirable, of any arbitration proceeding shall be done equally by the Employer and the Union except that each party shall pay the fees of its own counsel or representative. If the Employer calls an Employee witness, the Employer will reimburse that Employee for time lost at the regular straight time base rate. If an Employee witness is called by the Union or if an Employee-grievant is present at the hearing, the Union will reimburse such personnel for time lost.

SECTION 9.4 INDIVIDUAL GRIEVANCES

No individual employee may move a grievance to arbitration; only the Union may do so.

ARTICLE 10 – NO STRIKE AND NO LOCKOUT

The Employer agrees not to cause, permit, or engage in any lockout of its Employees during the

term of this Agreement. The Union agrees that neither it nor the Employees it represents covered by this Agreement will, during the term of this Agreement, cause, permit, or take part in any strike, including sympathy strike, picketing, or work action. It shall be a violation of this Agreement, and it shall be cause for discharge or suspension, in the event an Employee refuses to enter upon any property involved in a labor dispute involving any employee organization or refuses to go through or work behind any picket lines involving any employee organization at the worksite.

ARTICLE 11 – BULLETIN BOARDS

The Employer will seek permission from the government's contracting officer for the Union to use bulletin boards available to the Employer at the worksite. There shall be no posting of literature on these bulletin boards except by the authority of officially designated representatives of the Union.

ARTICLE 12 – STEWARDS

SECTION 12.1 – UNION STEWARDS

The Union shall designate a Union Steward for each Agency who is an Officer assigned to the contract. Additionally, the Union shall designate one (1) alternate Steward who shall serve in the regular Steward's absence or unavailability. The Union shall notify the Employer of the selection of Stewards within ten (10) days of such selections. The Shop Steward shall not interfere with the management of the business or direct any work of any Employee, but may advise the Company of any violations of the Agreement and also notify the Employee participating therein. Prior to leaving the work area, a Shop Steward will coordinate with the appropriate supervisor. Shop Stewards will not leave the work area during rush hours.

The Union Steward shall conduct Union business during non-working hours unless the Employer schedules a meeting, including but not limited to any interview with unit Employee that could lead to discipline, during working hours at which a Steward is to be present. In the event the Employer does schedule such a meeting during the Steward's working hours, the time spent by the Steward in connection therewith shall be treated and paid as working hours. The Company shall otherwise make its supervisors and Site Manager available during the Union Steward's non-working hours to meet with the Union Steward regarding grievances and other problems which may arise.

Except as described above, Stewards are prohibited from conducting union business while on duty and are prohibited from conducting union business with employees who are on duty, even when the Steward is not on duty.

SECTION 12.2 MEETINGS

The Employer shall hold a quarterly meeting with the officers of the Union and representatives from the Company to exchange information and concerns. At a minimum, the Site Manager (Project Manager or Contract Manager and/or Operations Manager) will represent the Employer. At a minimum, the local President, both Vice Presidents, and the Unit Chair Person will

represent the Union. The Union will request such meetings in writing to the Site Manager. Such requests will include an agenda of issues to be discussed. The Site Manager will reply establishing the time and place of the meeting. The Company will not pay the Union's Representatives for time spent in this regard.

SECTION 12.2 REPRESENTATION BY SHOP STEWARDS OR UNION OFFICER

Any conference between an Employee and an Employer representative during which discipline is expected to be imposed, must at the request of the affected employee, be conducted in the presence of an authorized Union officer or Shop Steward.

SECTION 12.3 AUTHORITY OF STEWARDS

The authority of Stewards shall be limited to the investigation and representation of grievances in accordance with the provisions of this Agreement and the transmission of such messages and information, which shall originate with and are authorized by the Union or its officers.

SECTION 12.4 UNION SENIORITY

Union stewards shall be entitled to top union seniority at the facility to the fullest extent allowed by law.

ARTICLE 13 – COURT APPEARANCES

Court or administrative appearances necessitated by job-related occurrences or incidents shall be compensated for fully at the rates specified in this Agreement, less any monies received from the Court. However, other court, administrative or grievance procedure and/or arbitration appeal appearances shall not be paid by the Employer, unless the Employer has requested the employee to be present.

ARTICLE 14 – JURY DUTY

An employee summoned to serve on a jury shall receive up to a maximum of 3 paid days for time served on Jury Duty. The employee must provide a copy of the summons to Jury Duty to the Company.

ARTICLE 15 – LEAVES OF ABSENCE

SECTION 15.1 – MATERNITY AND SICK LEAVE (FMLA)

All provisions of this Article shall be applied in a manner consistent with the Family and Medical Leave Act of 1993. Eligible non-probationary Employees will be granted up to sixteen (16) weeks of unpaid leave for their own serious illness, for the birth or adoption of a child, or

the care of a seriously ill child, spouse or parent. All eligible Employees must have been employed for one year and worked a minimum of 1250 hours in the preceding twelve (12) months.

Whenever an Employee who is pregnant or otherwise sick cannot perform their duty safely or efficiently, the Employee shall take a leave of absence. An Employee who takes such maternity or sick leave must elect to utilize as much paid sick leave as they have accrued. During such leave of absence, the Employee shall retain their existing seniority and shall continue to accrue seniority. Maternity and sick leave will not exceed sixteen (16) weeks following delivery or onset of illness or injury.

SECTION 15.2 – PERSONAL LEAVE WITHOUT PAY

An employee may request personal leave without pay for any personal purpose for a period of up to six (6) months. It is within the Employer's sole discretion whether such requests will be granted. Neither seniority nor benefits shall accrue during such personal leave. Requests for such leave must be in writing and, when possible, made at least twenty-one (21) calendar days prior to commencement of the leave. The leave request shall state the reason for and length of the desired leave. Employees on leave of absence for personal reasons who accept other employment during such leave shall be considered to have resigned. Employees in this status are responsible for maintaining their training and credentials in a current status so they may return to work at the end of their absence. Upon giving two (2) weeks notice of intent to return to work, an Employee shall be scheduled to report to their former job or an equal job within two (2) weeks of the Employer's receipt of such notice. If no job is available on the Employee's former shift or at their former site, they may be put on any shift at any site, but will be returned to their former shift or site as soon as an opening is available, consistent with the Employer's scheduling needs.

SECTION 15.3 – BEREAVEMENT LEAVE

Employees shall be entitled to paid Bereavement Leave as set forth in the applicable addendum hereto.

SECTION 15.4 – MILITARY LEAVE

Employees enlisting in or entering the military service of the United States pursuant to the provisions of the Uniformed Services Employment and Re-employment Rights Act, and amendments thereto shall be granted all rights and privileges provided by that Act. It is the responsibility of the Employee to provide the Company all applicable orders and documents prior to departure.

ARTICLE 16 – SENIORITY

SECITON 16.1 – SENIORITY LISTS

Seniority shall be defined as an Employee's total length of continuous service with the Employer from the Employee's date of hire by the Employer at any location or by any predecessor

contractor performing similar services at the same facility.

The Employer's Site Manager shall provide the Union with copies of all seniority lists at least once every six months. For purposes of this Article, "qualified" shall mean that the Employee meets all requirements, including but not limited to security clearances, established by the pertinent Government agency for which services are being or will be performed.

SECTION 16.2 – TEMPORARY ADDITIONAL SERVICES (TAS)

Due to the high priority of Temporary Additional Services ("TAS") and the short lead time the Government provides to the Employer in connection with TAS, the Employer may fill all TAS positions without posting and, if there is insufficient time between Government notification and implementation of TAS. Once an Employee is scheduled to perform TAS duties, he or she is obligated to perform those duties as scheduled. Failure to perform TAS duties as scheduled may be addressed in Section VII, Discipline, of this document.

SECTION 16.3 – PROMOTIONS

In the event that a higher level job becomes available, first preference shall be given to the most senior Employee who is available and qualified to perform the duties thereof. If, within ninety (90) days of such promotion, an Employee fails to satisfy the Employer's requirements for the position or the Employee does not wish to continue in the position to which promoted, such Employee may elect to be returned to his or her prior position in the bargaining unit.

SECTION 16.4 – REDUCTION IN FORCE

In the event of any layoff within the bargaining unit, the Employees with the least seniority shall be laid off first, provided that there remain enough qualified Employees to fill all remaining positions and provided further that any Employee who is qualified only for the position(s) being eliminated will be laid off regardless of seniority. Any full-time Employee who is laid off may elect to work a part-time shift, and any Employee laid off from a higher job classification may elect to bump an Employee from a lower job classification for which the electing Employee is otherwise qualified.

SECTION 16.5 – RECALL

All laid off Employees will be recalled in order of seniority to positions for which they are qualified. Upon recall, no seniority will be credited for the layoff period, but the Employee shall retain seniority possessed at the time of layoff. No new Employee will be hired at the facility until all qualified laid off Employees have been recalled and all qualified laid off Employees have been offered the position(s) involved.

It is the Employee's responsibility to keep the Employer advised of his or her current address.

If a recalled Employee does not respond within seven (7) calendar days of receipt of such notice or if such is returned to the Employer because the Employee failed to keep the Employer informed of his or her current address, said Employee shall be considered to have voluntarily

quit, with no right to future recall.

SECTION 16.6 – LOSS OF SENIORITY

An Employee who is laid off for reasons other than the Employer's loss of the procurement contract to provide services at the facility will retain seniority for one year. The Employer will have no obligation to recall any Employee who is on layoff at such time as the Employer (or any subcontractor thereof) ceases to employ security personnel at the facility. Any Employee who voluntarily quits or who has been terminated for cause shall lose all prior seniority.

SECTION 16.7 – SHIFT AND POST REASSIGNMENT

In the event that the Employer determines it is necessary to rotate Employees among posts, every reasonable effort shall be made to assign Employees during the same shift in which they working. All reasonable effort will be made, consistent with the necessity to provide services required by the Government at the facility, to assign Employees in such a manner as will not disrupt established child care arrangements, as well as family or other work obligations. Assignments are to be made in an unbiased manner, and consistent with the Employees' seniority. To the extent any conflict should arise between or among Employees concerning the shift to which they are reassigned, said conflict will be resolved by seniority, with the most senior Employee(s) having first choice of shift.

ARTICLE 17 – VOLUNTARY RESIGNATION

An Employee shall be deemed to have voluntarily resigned employment with the Employer if:

- a. The Employee accepts employment in a management capacity with a competitor of the Employer while still employed by the Employer.
- b. The Employee fails to report for work as scheduled, and fails to contact the PM or Contract Manager, for five (5) consecutively scheduled workdays.
- c. The Employee fails to report for work within two (2) days after the expiration of an authorized period of absence without a telephone call or other explanation, unless it is determined by the Employer, in its reasonable discretion, that there was an emergency, which reasonably prevented the Employee from properly notifying the Employer.
- d. The Employee fails to respond within seven (7) days of the Employer's notice of recall unless the Employer determines, in its sole discretion, that there was an emergency, which reasonably prevented the Employee from properly notifying the Employer.
- e. The employee is negligent and fails to maintain required certifications and training to be qualified for continued employment.

ARTICLE 18 – TRAINING AND RE-QUALIFICATION

SECTION 18.1 – GSA FIREARMS QUALIFICATION

The Employer agrees to pay Employees who are required to qualify annually on the GSA Handgun Qualification Course of Fire for up to four (4) hours at the Employee's normal hourly rate of pay during the first-scheduled qualification attempt. Should an Employee fail their first attempt, they shall not be paid for any time spent in furtherance of subsequent qualification attempts.

Firearms used for qualification shall be of the same type, model and caliber as will be used while the Employee is armed and on duty. The firearms qualification testing shall be limited to two (2) attempts. Depending on range availability, this must be accomplished within a thirty (30) day period.

If an Employee fails to pass the firearms testing after two (2) attempts, the Employee shall be placed on administrative leave without pay for a period not to exceed thirty (30) days, (or until expiration of their GSA Guard Card, whichever occurs first).

An employee who is on administrative leave may work unarmed TAS assignments, if they are available, during this 30 day period. If two or more officers are on administrative leave, TAS will be offered in order of seniority. Working a TAS assignment shall not affect the thirty (30) day time limit for passing firearms qualification or the consequences for failure to do so.

During the Employee's period of absence, it will be their sole responsibility and at their own expense to obtain and present an Exhibit 8A or 5B, Certificate of Firearms Training, to the Employer so that the Employee may be scheduled for one (1) additional firearms qualification attempt.

If the Employee fails to submit an Exhibit 8A or 5B as required to the Employer and obtain a retest date for firearms qualification prior to the expiration of their GSA Guard Card or their administrative leave, whichever occurs first, the Employee will be considered as having voluntarily quit. However, the failure to re-qualify shall not be considered a voluntary quit if the failure is attributable to a lack of firing range availability, which is beyond the Employee's control. Under such circumstances, the Employee shall remain on administrative leave without pay until such time as the firing range becomes available.

To the extent possible, firearms qualification testing shall be scheduled at least thirty (30) to sixty (60) days prior to the expiration of the Employee's certification.

The Employer agrees to provide Employees with instruction on firearms safety, handling and malfunctions prior to firearms qualifications. The Employer agrees to pay Employees for up to two (2) hours at their normal rate of pay for their attendance during this training. If an Employee fails to appear for any scheduled firearms training or qualification, they shall be subject to

disciplinary action as detailed in Article VII of this Agreement.

SECTION 18.2 – FIRST AID AND CPR TRAINING

The Employer agrees to pay Employees at their regular rate of pay for up to eight (8) hours of training in CPR and First Aid each year, as may be necessary for the Employee to qualify or re-qualify as a guard at the Employer's facility. Failure to attend the required training will subject the Employee to disciplinary action as set forth in Article VII of this Agreement.

SECTION 18.3 – GSA GUARD CERTIFICATION

It is the Employee's sole responsibility to maintain their level of proficiency and knowledge of the subjects covered in the GSA Contract Guard Information Manual, related training subjects, and of facility emergency systems procedures and policies, and be able to demonstrate such knowledge through on-site practical application testing of said subjects.

It is the Employee's sole responsibility to take action in sufficient time, attend and pass the required training, and coordinate/cooperate with support personnel to ensure their GSA credential requirements are submitted in sufficient time to be processed and returned by the Navy Yard and do not expire.

The Employer shall pay Employees as required by law for any time spent in this regard.

If an Employee allows their GSA certification to expire, or fails to appear for any scheduled re-certification or event, as required, they will be subject to the provisions of Article XVII.

SECTION 18.4 – PHYSICAL EXAMINATION

If an employee fails to appear for or obtain their government-required physical examination prior to the time by which it must be obtained, the Employee shall be subject to an administrative leave without pay for a period not to exceed thirty (30) days. If the Employee does not satisfactorily pass their physical within this thirty (30) day period, they shall be considered as having voluntarily quit. However, the failure to obtain a physical examination will not be considered a voluntary quit if such failure is attributable to circumstances, which are beyond the Employee's control.

SECTION 18.5 – TRAINING

Under GSA standards, Employees are required to take regular training courses to stay qualified to work at the facility. These courses may include for example: orientation, re-certification, collapsible baton, and T-3 testing. While attending these courses, the Employees will be paid straight time wages. Training time will not be used to calculate over-time for hours worked. If an Employee fails to appear for any scheduled training, they will be subject to disciplinary action as set forth in Article VII of this Agreement.

ARTICLE 19 – EQUIPMENT

SECTION 19.1 – UNIFORMS

The Employer shall provide at no cost to all new Employees those items listed in Employer's General Service Administration guard service contract for the facility.

Each new Employee shall receive 3 uniforms. Hats may be replaced, based on condition, every 2 years by the Employer.

Upon termination of employment, the clothing and equipment initially issued to the Employee shall be returned to the Employer within 7 days or the Employer will charge a fee of \$100.00 which will be deducted from the Employees final pay check.

Employees may purchase replacement items from the Employer at cost. Such articles shall be paid for by deductions from the Employees' pay. The Employer shall replace any parts of the uniform that show evidence of normal wear and tear or are damaged in the line of duty, provided it has been reported to the Shift Supervisor within the shift period when the incident occurred. The Employer has the right to deduct from the Employee's final paycheck an amount to cover the cost of any unreturned clothing or equipment or the cost of cleaning uniforms that are returned soiled.

SECTION 19.2 – WEAPONS

The Employer agrees to implement a maintenance program for all Employer-owned weapons. Pursuant to this program, all weapons shall be checked, cleaned, and, if necessary, repaired or replaced. If an Employee has knowledge that their weapon is not in proper condition, the Employee shall immediately report to their supervisor for replacement of it.

ARTICLE 20 – SUCCESSORS

The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union at the time the seller and purchaser, transferee, or lessee execute a contract or transaction as herein described.

ARTICLE 21 – SUBCONTRACTING

For the purposes of preserving work and job opportunities for the employees covered by this agreement, the Employer agrees, where reasonably possible, to provide the Union with at least seven (7) calendar days notice prior to subcontracting any of the work or services of the kind, nature or type presently performed or provided by the Employer. A subcontractor will be bound by the terms of this agreement. The Employer will inform the subcontractor of this agreement prior to signing the subcontract.

ARTICLE 22 – HOLIDAYS

Employees shall be entitled to paid Holidays as set forth in the applicable addendum hereto.

ARTICLE 23 – VACATION

Employees shall be entitled to paid vacation as set forth in the applicable addendum hereto. Vacation is available to Employees as it becomes available, not as it is accrued.

ARTICLE 24 – SICK LEAVE

Employees shall be entitled to paid sick leave as set forth in the applicable addendum hereto. Sick Leave is available to Employees as it becomes available, not as it is accrued. Employees with more than two unexcused absences in a one-month period, or where a pattern of abuse is evident, will be subject to progressive discipline.

ARTICLE 25 – HEALTH AND WELFARE

The Company shall pay the health and welfare benefits as set forth in the applicable addendum hereto, not to exceed eight (8) hours worked per day or forty (40) hours worked per week for each Employee. In the event that the Health Care and Education Reconciliation Act of 2010 or other legislation and government regulation regarding health care necessitates, the parties shall re-open negotiations with respect only to this Article within thirty (30) days.

ARTICLE 26 – WAGES

The schedule of effective wage rates and job classifications for Employees is set forth in the applicable addendum hereto.

ARTICLE 27 – ADDITIONAL EMPLOYEE BENEFITS PROGRAMS

From time to time, the Employer offers to its Employees supplemental employee benefits programs. In most cases, these benefits are offered on a company wide basis. Such programs include supplemental medical benefits, life insurance and others. The Employer will inform the Union when it plans to offer such a program.

ARTICLE 28 – DRUG AND ALCOHOL POLICY

The parties recognize that in the security business, the use of alcohol or controlled substances which cause intoxication or impairment, expose the Employer, the affected Employee, coworkers and the public to high risks. An Employee cannot perform duties adequately if under the influence of drugs or intoxicants. It is the Employer's policy to maintain a drug-free work place. The Employer and the Union agree to the attached Drug and Alcohol policy, labeled Appendix 1. The Employer may establish a random drug-testing program, provided it is fully in accordance

with all applicable statutes and government regulations.

ARTICLE 29 – MISCELLANEOUS

SECTION 29.1 – FULFILLMENT OF HIGHER-LEVEL POSITIONS

The Employer, for reasons of business necessity, may temporarily (not to exceed thirty (30) days per year) request lower level employees to fill higher-level positions. When Employees are asked to do so, they will receive the rate of pay attributable to the position.

SECTION 29.2 – PERSONNEL FILES

Employees may, upon reasonable notice, review their own personnel files under the supervision of the Administrative Assistant at the facility. If an Employee is reviewing the file in connection with a pending grievance, upon the Employee's request, a Union Steward shall be permitted to be present during the review. Under no circumstances may an Employee remove, copy or alter the contents of their file

ARTICLE 30 – SEPARABILITY AND SAVINGS

If any Article or Section of this Agreement or any Riders or Attachments thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with has been restrained as above set forth, the Employer and the Union agree to enter into immediate collective bargaining negotiations, upon the request of the Union or the Employer, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, either Party shall be permitted all legal or economic recourse in support of its demands, notwithstanding any provisions of this Agreement to the contrary.

ARTICLE 31 – GOVERNMENT SUPREMACY

The Company and its employees are providing a service to the United States Government, which bears responsibility and authority for providing security to federal facilities. Therefore, employees agree to comply with any verbal or written no disciplinary directive issued by the government. All discipline shall be subject to the grievance and arbitration procedures, except for those issues involving the government's rights under the contract between the government and the Company. Government directives and any claimed violation of this Agreement which results from those directives, are not subject to the grievance or arbitration procedure. Verbal directives will be documented in accordance with company policy.

ARTICLE 32 – DURATION OF AGREEMENT

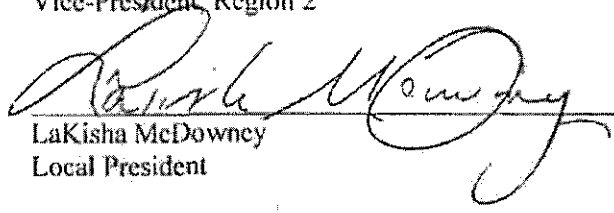
This Agreement shall become effective July 29, 2011, and shall continue in full force and effect until July 31, 2014 and shall renew itself each successive year thereafter unless written notice of an intended change is served in accordance with the Labor Management Relations Act, as amended, by either party hereto at least sixty (60) days but not more than ninety (90) days prior to the termination date of the contract.


AGREED:

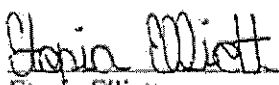
**International Union, Security Police and Fire Professionals of America (SPFPA) and its
Amalgamated Local 287**

By:


Rick O'Quinn
Vice-President, Region 2


LaKisha McDowney
Local President


Steve Robinson
Local Senior Vice-President


Etopia Elliott
Local Junior Vice-President

Coastal International Security, Inc.

By:


Sean J. Engelin
Director, Labor Relations

Appendix A

Addendum to Collective Bargaining Agreement

Whereas, Coastal International Security, Inc (hereinafter referred to as "the Company") and the International Union Security, Police, and Fire Professionals of America (SPFPA) and its Amalgamated Local 287 (hereinafter referred to as "the Union") entered into an Agreement effective July 28, 2011,

Whereas, the Union has been duly designated by the Company's Security Officer employees working at the Ronald Reagan Building in Washington DC. as their collective bargaining representative, and

Whereas, the aforementioned Agreement provides for the Company and the Union to negotiate wages and fringe benefits for each facility covered thereby and to enter in to an Addendum setting forth those economic terms.

Now therefore, it is hereby agreed as follows:

WAGES

Effective July 31, 2011 the Employer agrees to pay employees covered by this agreement at the following rates per hour:

Officer	\$26.25
Console	\$26.65
Sergeant	\$27.75*

Effective July 31, 2012 the Employer agrees to pay employees covered by this agreement at the following rates per hour:

Officer	\$27.00
Console	\$27.40
Sergeant	\$28.50*

Effective July 31, 2013 the Employer agrees to pay employees covered by this agreement at the following rates per hour:

Officer	\$27.75
Console	\$28.15
Sergeant	\$29.25*

*This rate is payable only when standing a Scrgcant post.

HEALTH & WELFARE

The Employer agrees to pay employees covered by this agreement Health & Welfare as a cash benefit at the following rates:

Effective July 31, 2011	\$3.65 per regular hour worked up to 40 hours per week
Effective July 31, 2012	\$3.85 per regular hour worked up to 40 hours per week
Effective July 31, 2013	\$4.00 per regular hour worked up to 40 hours per week

VACATION

Vacations may be scheduled with the Employer any time during the year. Employees shall select their vacation period in order of their seniority, where reasonably possible and mutually convenient to the Employer and employee. No more than five percent (5%) of the work force may be on vacation at any time. Earned vacation will be paid in the pay period during which the vacation time is used, and included in the employee's regular paycheck. Vacation time must be taken within one (1) year of its availability.

During the term of this Agreement, all employees covered by this Agreement shall earn vacation benefits in accordance with the following schedule. All vacation benefits will be paid at the hourly rate in effect at the time of the employee's most recent anniversary date. Accrual of vacation is based upon years of service, without break in service, for CIS, predecessor(s), if any, and/or CIS at the buildings and facilities listed in this Agreement.

- a. 2.31 minutes per hour for all hours worked, up to a maximum of 80 hours, during each preceding biweekly pay period. Leave accruing during the year is available only on the service credit date of an employee's completing one year of service. This equates to a maximum of 80 hours per year and is applicable for employees who have completed one through five years of service.
- b. 3.47 minutes per hour for all hours worked, up to a maximum of 80 hours, during each preceding biweekly pay period. Leave accruing during the year is available only on the service credit date of an employee's completing a year of service. This equates to a maximum of 120 hours per year and is applicable for employees who have completed five through ten years of service.
- c. 4.62 minutes per hour for all hours worked, up to a maximum of 80 hours, during each preceding biweekly pay period. Leave accruing during the year is available only on the credit service date of an employee's completing a year of service. This equates to a maximum of 160 hours per year and is applicable for employees who have completed more than ten years of service.

Vacation time must be taken within one (1) year of its availability.

HOLIDAYS

The Employer shall grant to all employees the following holidays off with pay (or pay in lieu thereof if normally scheduled to work that weekday), holiday benefits to be paid as specified below provided that the employee shall work their regularly scheduled work day prior to the holiday and after the holiday:

- | | |
|-------------------------------|---------------------|
| 1. New Years Day | 6. Columbus Day |
| 2. Martin Luther King Jr. Day | 7. Veteran's Day |
| 3. Presidents' Day | 8. Thanksgiving Day |
| 4. Memorial Day | 9. Christmas Day |
| 5. Independence Day | 10. Labor Day |

It is agreed that the above holiday list will be amended to include any day designated by the President of the United States as a permanent National holiday that will be observed and paid by the Federal Government.

Holiday pay will be disbursed a maximum of two weeks after the holiday(s) occurs. It will be paid in accordance with the following formula, which is based upon the employee's regularly scheduled hours worked in the two-week period prior to that in which each holiday occurred.

Formula = Number of hours paid up to a maximum of 80 hours in the two week period prior to that in which holiday occurs multiplied by .1

An employee who is required to work on a holiday shall receive holiday pay in addition to their regular wage. Holiday pay will not be granted to employees when a holiday falls within a period of leave of absence and/or layoff or if the employee fails to work the last scheduled work day prior to the holiday, the first scheduled work day after the holiday or if the employee fails to report to work on the holiday if they are scheduled to work that day, unless the absence is authorized.

SICK LEAVE

Sick leave shall be accrued in accordance with the District of Columbia "Accrued Sick and Safe Leave Act" of 2008. This is equivalent to one thirty-seventh (1/37) of one hour of accrued sick leave per hour actually worked by the employee, up to a maximum of 56 hours of sick leave per year.

Employees may use this sick/personal leave as it accrues so long as it is in increments of at least two hours. For any year in which an employee does not use their accrued sick leave, they may choose to be compensated for such leave at their regular rate of pay. Employees will be compensated for all unused sick leave at the time of the termination of their employment.

BEREAVEMENT

Three Days (3) Bereavement Leave for a death in the immediate family. Immediate Family is defined as father, mother, spouse, sister, brother, children (including adopted and step-children), father-in-law, mother-in-law, grandparents, and grand children.

PENSION

The Employer agrees to pay employees covered by this agreement at the following rates:

Effective July 31, 2011:	\$1.10 per regular hour worked up to 40 hours per week
Effective July 31, 2012:	\$1.20 per regular hour worked up to 40 hours per week
Effective July 31, 2013:	\$1.30 per regular hour worked up to 40 hours per week

UMA

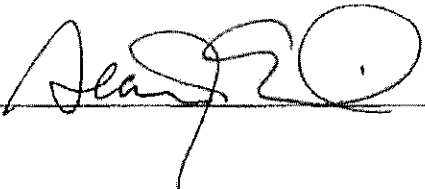
The employer agrees to pay all Employees covered by the agreement at the following rates for Uniform Maintenance

Effective July 31, 2011 and continuing for the life of this agreement:
\$0.35 UMA for all hours worked up to 40 hours per week.

INTERNATIONAL UNION, SECURITY, POLICE, FIRE PROFESSIONAL OF AMERICA (SPFPA) AND ITS AMALGAMATED LOCAL 287

By:  Dated: 07/28/11

COASTAL INTERNATIONAL SECURITY, INC.

By:  Dated: 7/28/11

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 5

COASTAL INTERNATIONAL SECURITY,
INC.

and

INTERNATIONAL UNION, SECURITY,
POLICE AND FIRE PROFESSIONALS OF
AMERICA (SPFPA), AND ITS
AMALGAMATED LOCAL 287

Case 5-CA-94692

**ANSWER OF COASTAL INTERNATIONAL SECURITY, INC.
TO THE COMPLAINT AND NOTICE OF HEARING**

Respondent Coastal International Security, Inc. ("Coastal" or "Respondent") by and through its attorneys, Jackson Lewis LLP, and pursuant to §102.20 and §102.21 of the National Labor Relations Board's Rules and Regulations, Series 8, respectfully answers the Complaint and Notice of Hearing ("Complaint") as follows:

1. Respondent admits the allegation set forth in paragraph 1 of the Complaint.
2. (a) Respondent admits the allegation set forth in paragraph 2(a) of the Complaint.
(b) Respondent admits the allegation set forth in paragraph 2(b) of the Complaint.
(c) Respondent admits the allegation set forth in paragraph 2(c) of the Complaint.
3. Respondent admits the allegations set forth in paragraph 3 of the Complaint.
4. Responding to the allegations set forth in paragraph 4 of the Complaint Respondent denies that Maureen Dolan and Justin Reilly are supervisors and agents of respondent within the meaning of the Act. Respondent admits the remaining allegations set forth in paragraph 4 of the Complaint.
5. (a) Respondent admits the allegation set forth in paragraph 5(a) of the Complaint.

(b) Respondent admits the allegation set forth in paragraph 5(b) of the Complaint.

(c) Respondent admits the allegation set forth in paragraph 5(c) of the Complaint.

6. (a) Respondent denies each and every allegation contained in paragraph 6(a) of the Complaint.

(b) Respondent admits the allegation set forth in paragraph 6(b) of the Complaint.

(c) Respondent denies each and every allegation contained in paragraph 6(c) of the Complaint.

7. Respondent denies each and every allegation contained in paragraph 7 of the Complaint.

8. Respondent denies each and every allegation contained in paragraph 8 of the Complaint.

AFFIRMATIVE AND OTHER DEFENSES

FIRST DEFENSE

To the extent any allegation in the Complaint involves events which occurred more than six (6) months before a charge was filed with the National Labor Relations Board, such allegation is barred by the limitations period set forth in Section 10(b) of the National Labor Relations Act.

SECOND DEFENSE

The Complaint is barred because the National Labor Relations Board ("Board") lacks a quorum. Specifically, under the National Labor Relations Act ("NLRA"), all authority is vested in the Board, and while others may act on the Board's behalf by statute or delegation, the Board lacks a quorum and is and has been functioning illegally because the President's recess appointments are constitutionally invalid. Therefore, the Board's agents and/or delegees lack

authority to act on behalf of the Board, as a quorum does not exist in fact and in law. As such, the Complaint should be dismissed. Respondent reserves the right to challenge the authority of the Board and its agents and/or delegates in the appropriate forum if they continue to pursue this matter in the absence of a lawfully constituted quorum.

THIRD DEFENSE

The Complaint, in whole or part, fails to state a claim upon which relief may be granted.

To the extent there are any unanswered paragraphs, Respondent denies each and every allegation therein.

WHEREFORE, Respondent requests that the Complaint be, in all respects, dismissed.

Respectfully submitted this 10th day of April, 2013.

JACKSON LEWIS LLP
1155 Peachtree Street, Suite 1000
Atlanta, Georgia 30309
Telephone: (404) 525-8200
Facsimile: (404) 525-1173

By: _____


Dion Y. Kohler
Jonathan J. Spitz

**ATTORNEYS FOR
RESPONDENT, COASTAL INTERNATIONAL
SECURITY, INC.**

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 5

COASTAL INTERNATIONAL SECURITY,
INC.

and

INTERNATIONAL UNION, SECURITY,
POLICE AND FIRE PROFESSIONALS OF
AMERICA (SPFPA), AND ITS
AMALGAMATED LOCAL 287

Case 5-CA-94692

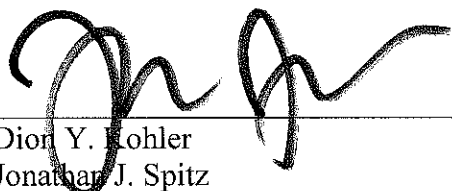
CERTIFICATE OF SERVICE

I hereby certify that on the 10th day of April, 2013, I served a true copy of **ANSWER
OF COASTAL INTERNATIONAL SECURITY, INC. TO THE COMPLAINT AND
NOTICE OF HEARING** via U. S. postage-paid, addressed to:

Wayne R. Gold, Regional Director
Region 5
National Labor Relations Board
Bank of America Center -- Tower II
100 South Charles Street, Suite 600
Baltimore, Maryland 21201

Gordon A. Gregory
Gregory, Moore, Jeakle & Brooks, P.C.
The Cadillac Tower
65 Cadillac Square, Suite 3727
Detroit, Michigan 48226-2822

By:



Dion Y. Kohler
Jonathan J. Spitz

**ATTORNEYS FOR
RESPONDENT, COASTAL INTERNATIONAL
SECURITY, INC.**

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

Coastal International Security, Inc.

Case 05-CA-094692

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICES — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notices to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in prominent places around its facilities at 6101 Fallard Drive, Upper Marlboro, Maryland 20772 and the Ronald Reagan Building at 1300 Pennsylvania Avenue NW, Washington, DC, 20004 in each of the government agencies where employees work including the Environmental Protection Agency (EPA), General Services Administration (GSA), U.S. Agency for International Development (USAID), and U.S. Customs and Border Protection, including all places where the Charged Party normally posts notices to employees. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice, including, but not limited to, the obligation to honor and comply with all union-security provisions contained in our collective-bargaining agreement with the Charging Party effective July 29, 2011, until July 31, 2014, upon the Charging Party's valid request and contemporaneous documentation that the Charging Party has fulfilled its obligations to the employee (e.g., notifying the employee of precise amount of dues owed, the time period in question, the method of computation, the consequences of not complying, and a reasonable opportunity to meet the dues obligation), with that documentation showing the place and method of delivery.

NON-ADMISSIONS – By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

SCOPE OF THE AGREEMENT — This Agreement settles only the following allegations in the above-captioned case(s), including those in the attached Notice to Employees, and does not settle any other case(s) or matters.

It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____
Initials

No _____
Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a complaint that will include the allegations spelled out above in the Scope of Agreement section. Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that all of the allegations of the complaint will be deemed admitted and it will have waived its right to file an Answer to such complaint. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party COASTAL INTERNATIONAL SECURITY, INC.		Charging Party INTERNATIONAL UNION, SECURITY, POLICE AND FIRE PROFESSIONALS OF AMERICA (SPFPA), AND ITS AMALGAMATED LOCAL 287	
By: Name and Title /s/ Jonathan J. Spitz Attorney for ER	Date 5/10/13	By: Name and Title /s/ Gordon A. Gregory SPFPA General Counsel	Date 5/13/13
Recommended By: /s/ Sean R. Marshall Senior Field Attorney	Date 5/14/14	Approved By: /s/ Wayne R. Gold Regional Director, Region 05	Date 5/15/13



NOTICE TO EMPLOYEES



POSTED PURSUANT TO A SETTLEMENT AGREEMENT APPROVED BY A REGIONAL DIRECTOR OF THE NATIONAL LABOR RELATIONS BOARD

AN AGENCY OF THE UNITED STATES GOVERNMENT

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT repudiate our collective-bargaining agreement with International Union, Security, Police, and Fire Professionals of America (SPFPA), and its Amalgamated Local 287 effective July 29, 2011, until July 31, 2014.

WE WILL NOT refuse to bargain collectively with International Union, Security, Police, and Fire Professionals of America (SPFPA), and its Amalgamated Local 287 by failing and refusing to honor and comply with all union-security provisions contained in our collective-bargaining agreement with the Union, upon the Union's valid request and contemporaneous documentation (showing the place and method of delivery) that the Union has fulfilled its obligations to the employee (e.g., notifying the employee of precise amount of dues owed, the time period in question, the method of computation, the consequences of not complying, and a reasonable opportunity to meet the dues obligation), employees who fail to become members of the Union pursuant to valid union-security provisions of our collective-bargaining agreement and in derogation of the Union's status as the exclusive representative of the employees in the unit described below.

WE WILL honor the terms of our collective-bargaining agreement with International Union, Security, Police, and Fire Professionals of America (SPFPA), and its Amalgamated Local 287 effective July 29, 2011, until July 31, 2014. The bargaining unit is:

All Security Officers Employees within the unit working at the Ronald Reagan Building in Washington, DC, excluding all other employees including Sergeants, Lieutenants, Captains, office clerical employees and professional employees as defined in the National Labor Relations Act.

WE WILL, upon the Union's valid request, honor and comply with all union-security provisions contained in our collective-bargaining agreement with International Union, Security, Police, and Fire Professionals of America (SPFPA), and its Amalgamated Local 287 effective July 29, 2011, until July 31, 2014.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

COASTAL INTERNATIONAL SECURITY, INC.

(Employer)

Dated:

06/20/13

By:

(Representative)

CONTRACT MANAGER

(Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov and the toll-free number (866)867-NLRB (6572).

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Board's Office,

National Labor Relations Board, Region 5
100 S. Charles Street, Suite 600, Baltimore, MD 21201
Telephone: (410) 962-2822
Hours of Operation: 8:15 a.m. to 4:45 p.m.

Washington Resident Office
1099 14th Street, NW, Washington, DC 20570
Telephone: (202) 208-3000
Hours of Operation: 8:15 a.m. to 4:45 p.m.



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COASTAL INTERNATIONAL SECURITY, INC.

(Employer)

Dated: 6/20/13

By: [Signature] CONTRACT MANAGER
(Representative) (Title)

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WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

COASTAL INTERNATIONAL SECURITY, INC.

(Employer)

Dated: 5/22/13

By: [Signature]

(Representative)

(Title)

V.P. H. R.

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COASTAL INTERNATIONAL SECURITY, INC.

(Employer)

Dated:

5/22/13

By:

[Signature]

(Representative)

(Title)

V. P. H. R.

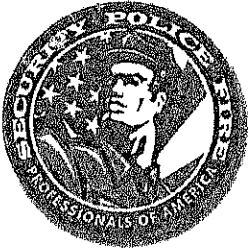
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**International Union,
Security ★ Police ★ Fire
Professionals of America (SPFPA)**

EAST COAST OFFICE

71 East Cherry Street, Rahway, NJ 07065

(732) 388-3323 / FAX (732) 388-5620

DAVID L. HICKEY
INTERNATIONAL PRESIDENT

DWIGHT DULEY
INTERNATIONAL SECRETARY-TREASURER

FINAL NOTICE OF OBLIGATION

May 13, 2013

Officer Aaron Davis
10327 Halton Terr
Lanham, MD 20706

RE: Local 287, Coastal-Ronald Reagan

Dear Officer Davis:

Payroll records indicate that you have refused or failed to pay periodic union dues, or service fees in lieu of dues, on a monthly basis as required by the union security provision in the collective bargaining agreement between Coastal and the SPFPA, and by the SPFPA International Constitution and By-Laws.

You have previously been advised in writing of your obligation to choose from one of three options to pay dues or a service fee.

Take notice that you are delinquent in the payment of union dues or service fees as follows:

- a. union dues in the amount of **\$135.00** or service fees in the amount of **\$116.92**.
- b. Dues or service fees are due for the months of **April and May, 2013**.
- c. As set forth in Article XVII, Section 3 of the International Constitution, dues are two and one-half hours base pay per month. The service fee is 86.61% of the dues amount.

You can meet your obligation and avoid termination of employment by paying **\$135.00** in dues, or **\$116.92** in service fees, within the next fourteen (14) days of this notice. Send your check or money order to:

International Union – SPFPA East Coast Office
71 East Cherry Street
Rahway, NJ 07065

*****Checks that do not clear will be subject to a bounced check fee and subsequent payment by Money Order only.***

Enclosed, for your convenience, please find a dues authorization card. Please complete and return it with your delinquent payment in the amount listed above to the International.

If you refuse or fail to make timely payments or to continue monthly payments, the Union will request the termination of your employment pursuant to the contractual union security provision.

Very truly yours,

Mary Jo Maneri
on behalf of Dwight Duley
International Secretary-Treasurer

DED/mjm/opeiu42
cc: D. Hickey, International President
Local President
Local Financial Secretary
File



**International Union,
Security ★ Police ★ Fire
Professionals of America (SPFPA)**

EAST COAST OFFICE

71 East Cherry Street, Rahway, NJ 07065

(732) 388-3323 / FAX (732) 388-5620

DAVID L. HICKEY
INTERNATIONAL PRESIDENT

DWIGHT DULEY
INTERNATIONAL SECRETARY-TREASURER

TERMINATION REQUEST

June 6, 2013

Ms. Maureen Dolan
Labor Relations Specialist
Coastal International Security, Inc.
P.O. Box 1197
Santa Cruz, NM 87567
Sent via Certified Mail
Return Receipt Requested

RE: Coastal and Local 287 - Ronald Reagan/SPFPA
Security Officer Aaron Davis

Dear Ms. Dolan:

Security Officer Aaron Davis has refused and failed to meet his/her union security financial obligations to the SPFPA despite repeated notices allowing for reasonable payment grace periods as shown by the Final Notice to him/her, copy enclosed.

On behalf of the International Union and its Local 287, and pursuant to Article 2, Union Security & Membership of the collective bargaining agreement, I request that Security Officer Aaron Davis be terminated from employment.

Very truly yours,

Mary Jo Maneri
On behalf of Dwight Duley
International Secretary Treasurer

DED/mjm/opei42

cc: Dwight Duley, International Secretary Treasurer
Joseph McCray, District 4 Director
Ronnie Hogue, Local 287 President
Janet Gunn, Vice President, Human Resources
Security Officer Aaron Davis

July 18, 2013

Officer Aaron Davis
10327 Halton Terr
Lanham, MD 20706
Ronald Reagan Building

Re: June 6, 2013 Termination Request Letter from Security Police Fire Professionals of America (SPFPA) Local 287

Dear Officer Davis:

This letter is to inform you of Coastal's receipt on June 6, 2013 of a request from SPFPA Local 287 to terminate your employment as a result of your failure to pay dues. The Union has made this request pursuant to Article 2 (Union Security and Membership) of your bargaining unit's collective bargaining agreement with the Company.

Action is Required

We emphasize that it is up to you to resolve this dispute with your Union. If you choose to take no action, and continue to fail to communicate with your Union, your employment may be in jeopardy. Furthermore, Coastal cannot and should not resolve this matter for you, as the dispute is between you and your Union. Coastal is a neutral third party, but it is bound to adhere to the CBA with SPFPA Local 287.

First Step: Contact Your Union

The most important first step you must take is to contact your Union. If you want to resume paying dues, you can usually work out a payment plan with the Union. If you object to paying dues, you may do so, but you must do so formally -- that is, you must inform both your Union and Coastal of your status as an objector, and you must provide, in writing, the basis (e.g. *Beck* objection, religious objection) for your objection. Please note that you still may be obligated to pay minimal fees (less than monthly dues payments); your Union will tell you how and how much you may need to pay.

Further Steps: Contact the NLRB

If you find that you are having trouble communicating with your Union, or if you have concerns about the information the Union is providing, do not contact Coastal, and without exception, do not contact Coastal's government client*. Instead, contact the National Labor Relations Board. The Board is there to assist you with questions concerning your rights under the National Labor Relations Act, and will be able to provide additional information. In the D.C. Area, this is Region 5. The Baltimore Regional Office can be reached at

(410) 962-2822; the Washington D.C. Resident Office can be reached at (202) 208-3000.] Additional contact information is available online at www.nlr.gov.

The Consequences of Doing Nothing: Coastal's Policy of Progressive Discipline

Coastal will not immediately terminate your employment. However, your time to cure your dispute with the Union is limited, as per the following outline of progressive disciplinary steps. The clock starts to run as soon as you sign for receipt of this letter. *At each step, Employees are expected to notify Coastal as soon as an agreement with the Union has been reached.*

1. Progressive Discipline

- a. **Verbal Warning** – This letter serves as your Verbal Warning. You will have **30 days to cure the dispute with your union.**
- b. **Written Warning** – If, at the end of the initial month after the verbal warning, you and the union have not reached an agreement, you will receive a Written Warning, and will have **2 weeks** to cure the dispute.
- c. **5 Day Suspension and Final Warning** – If, after the 2 weeks has passed, you and the union have still not reached an agreement, you will receive a 5 Day Suspension and Final Warning, and will have an additional **2 weeks** to cure the dispute.
- d. **Termination** – If the dispute is still unresolved as of two months after the date upon which you received this verbal warning, Coastal will terminate your employment.

*NOTE: Employees are expected to continue to adhere to all other Coastal policies and procedures; employees who engage in inappropriate contact with government clients may be subject to additional discipline.

Finally, Coastal would like to urge you to keep this letter in perspective. The consequences of termination requests are not trivial. However, we believe you should have plenty of time to work out a solution with SPFPA Local 287 before you have to suffer any negative consequences. Please note that while we do not encourage you to contact Coastal with questions, it is in your interest to keep Coastal's Human Resources Department informed as to the status of your dispute with the Union, and to record and retain copies of all your related correspondence.

Best regards,
Ms. Maureen Dolan
Labor Relations Specialist



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 5
BANK OF AMERICA CENTER, TOWER II
100 S. CHARLES STREET, STE 600
BALTIMORE, MD 21201

Agency Website: www.nlrb.gov
Telephone: (410)962-2822
Fax: (410)962-2198

August 21, 2013

Via e-mail: spitzj@jacksonlewis.com

Jonathan J. Spitz, Esq.
Jackson Lewis LLP
1155 Peachtree Street, N.E.
Suite 1000
Atlanta, GA 30309

Re: Coastal International Security, Inc.
Case 05-CA-094692

Dear Mr. Spitz:

I approved the Settlement Agreement in this case on May 15, 2013. Compliance Officer Heather Keough sent a letter to you dated May 17, 2013, advising the Employer it was time to comply with the Settlement Agreement. On June 4, 2013, CO Keough notified you that the Union had presented evidence the Employer had failed to honor requests from the Union to comply with the union security provision in the collective-bargaining agreement. Specifically, on May 13, 2013, the Union had made requests concerning nine individuals: Angela Akins, Dennis Butler, Darryl Easter, Montel Harper, Derrick Hunter, Raymond Leak, Valerie Martin, Melanie Reid, and Charles Turner. You responded and said you would look into it.

Thereafter, Compliance Assistant Bill Szabo followed up by e-mail on June 13, 2013, asking for the status of the requests. CO Keough also requested an update from you by e-mail on July 16.

On July 18, 2013, CO Keough wrote again, because the Union had presented evidence of non-compliance concerning 26 new individuals, listed below, in addition to the nine named above. These 26 requests were initially made to the Employer on June 6, 2013.

Abdul Lateef Almaroof
Michael Creegan
Jefferson Cuffey
Aaron Davis
Janae Ferrell
Sean Flournoy
Kevin Ford
Scottie Green

Darrell Hall
Joseph Jackson
Fletcher Johnson
Mohamed Kanneh
Salfu Kanu
Justin Kelly
Ivan Lee
Kevin Lee

Kenneth Malloy
Gregory Mathis
Lavinia Nolan
Bashua Olaseha
Kerry Powell
Amir Smith
Martin Thompson
Rhonda Walker

To date, the Employer has failed to present any evidence it has complied with and honored the Union's requests, or has good cause for refusing to do so. Please consider this the Regional Director's notice to Charged Party that it has not complied with the Settlement Agreement. If the Employer fails to remedy its non-compliance within 14 days of this letter, the Regional Director will issue a complaint which will include the allegations contained in the Scope of Agreement paragraph of the Settlement Agreement. Thereafter, the Acting General Counsel may file a motion for default judgment with the Board. Please review the Performance paragraph of the Settlement Agreement for additional information.

Please submit evidence of compliance with the Union's requests and the Settlement Agreement to this office by close of business Wednesday, September 4, 2013. Please feel free to call the Compliance Officer, Heather Keough, with any questions. Her telephone number is (410) 962-2880.

Very truly yours,

A handwritten signature in black ink that reads "Wayne R Gold" with a stylized flourish at the end.

Wayne R. Gold
Regional Director

From: [Gordon A. Gregory](#)
To: ["Kohler, Dion Y. \(Atlanta\)"](#)
Cc: [Keough, Heather A.](#); dhickey@spfpa.org; dwright@spfpa.org; ["Joe Mccray"](#); ["Mary Jo Maneri"](#)
Subject: Coastal International Security and SPFPA - Case No. 5-CA-094692 (Delinquent Union Dues)
Date: Monday, August 26, 2013 11:23:52 AM
Attachments: [MX-M283N_20130826_100115.pdf](#)

Dion:

I suspect that you have not seen the attached outrageous letter that the Company is sending to employees who have ignored their obligation to pay dues or service fees.

There is no "dispute" between the subject employees and the Union. There is nothing to dispute because employees have a clear obligation to pay dues or a service fee as a condition of employment.

Coastal is not a "neutral third party." It agreed to union security and is bound to enforce it as a matter of law and contract.

The Union has previously advised all employees of the Beck option. Coastal has graciously invited action patently intended to delay and interfere with enforcement of union security. In short, it continues its dilatory tactics.

I am certain that NLRB, Region 5 is delighted that employees are being encouraged to call either the D.C. or Baltimore offices. There is no basis for your client's suggestion that employees have trouble communicating with the Union, not your Union. Again, your client is inviting delay and turmoil.

I cannot believe that Coastal is treating the non-payment of dues as a disciplinary matter. The CBA outlines the procedure if an employee refuses or fails to tender dues or a service fee. Coastal is in violation of that procedure by imposing progressive discipline.

Is your client prepared to process just cause grievances from employees who are disciplined? Apparently this is part of the strategy to delay and restrain enforcement of union security.

On behalf of the Union, I demand that the Employer rescind its form letter to employees regarding delinquent dues, and enforce the union security provision in accordance with its terms.

The Employer's overall conduct in this matter violates the Act and the Settlement Agreement. By a copy of this letter to Compliance Officer Heather A. Keough, I request that the Board institute compliance action.

In closing, your "settlement offer" dated August 21 is untimely, inappropriate and rejected. We have a settlement agreement and a valid CBA which Coastal should start honoring.

Gordon A. Gregory, General Counsel
International Union, SPFPA
Gregory, Moore, Jeakle & Brooks, PC
65 Cadillac Square, Suite 3727
Detroit, MI 48226
313-964-5600
Fax: 313-964-2125

From: [Kohler, Dion Y. \(Atlanta\)](#)
To: [Keough, Heather A.](#)
Cc: [Burger, Betty \(Atlanta\)](#); [Spitz, Jonathan J. \(Atlanta\)](#)
Subject: RE: Coastal International Security and SPFPA - Case No. 5-CA-094692 (Delinquent Union Dues)
Date: Wednesday, September 04, 2013 1:44:48 PM

Heather, my client contact is out of the country this week so I will not be able to have further discussions with her until she returns. The allegations of the Charge was that Coastal was not enforcing the Union Security provision at all. At the time, this was the case and no level discipline was being applied. We had exhaustive settlement discussions with the Union during which we made it clear the Company could not terminate one class of officers because they could not be replaced and could not immediately terminate all of the officers because it would result in going into contract default. It was only then the Company initiated communications with delinquent officers regarding their obligation to comply with their union security obligations and the Company's obligation to enforce it. While many options were discussed, we never agreed to terminate employees immediately upon a first offense of non-compliance. In fact, this was also the case in our settlement conferences with the Administrative Law Judge. The Settlement Agreement itself does not specify the manner in which the Company is to enforce the provision. While I understand the Region believes immediate termination is required, respectfully, this is your interpretation. It was not our Agreement.

This conclusion is the compelled by the change we made to the proposed settlement agreement which was included in the final agreement. The draft Settlement Agreement we were sent had the following language in the Notice: "WE WILL NOT refuse to bargain collectively with the International Union, Security, Police and Fire Professionals of America (SPFPA), and its Amalgamated Local 287 by **failing and refusing to terminate**, upon the Union's valid request and contemporaneous documentation.....". We deleted the reference to terminating employees and the final Notice states: ""WE WILL NOT refuse to bargain collectively with the International Union, Security, Police and Fire Professionals of America (SPFPA), and its Amalgamated Local 287 by **failing and refusing to honor and comply with all union-security provisions** contained in our collective bargaining agreement with the Union....".

We have offered a very reasonable settlement to the union to resolve this matter with some finality. But, I understand that the Union was offended by my client's letter to employees and the Union no longer wishes to pursue this avenue. It is very apparent from the course of dealings leading up to the original settlement and the language change to the Notice that we made, there was not a meeting of the minds as to the terms of settlement. The Region apparently believes we agreed to apply immediate termination without progressive discipline or warning of any type and we adamantly deny making such agreement as it would have resulted in our going into default on our contract with the Government. This is the reason we changed the Notice language which all parties accepted. Therefore, absent the Union desiring to settle along the lines I proposed to Mr. Gordon, the settlement agreement should be vacated and the case sent back to the ALJ for setting of a hearing and further proceedings. Dion.

-----Original Message-----

From: Keough, Heather A. [mailto:Heather.Keough@nlrb.gov]

Sent: Tuesday, August 27, 2013 1:20 PM

To: Kohler, Dion Y. (Atlanta)

Subject: RE: Coastal International Security and SPFPA - Case No. 5-CA-094692 (Delinquent Union Dues)

Dion,

It is the unilateral implementation of the progressive disciplinary policy that the Region objects to being used when honoring the Union's requests that the Employer comply with Article 2 of the parties' CBA. Charged Party made this argument during the investigation, and the Region rejected it. While negotiating the Settlement Agreement the Charged Party requested that the Union be required to provide specific, detailed evidence that employees were notified of their obligation and delinquencies prior to requesting their termination - nothing was raised concerning the progressive disciplinary procedure when effectuating the requests. The Region understands the Charged Party's contractual obligations, however, the latest requests were made by the Union on June 6, over two months ago.

As to the prohibition on speaking with third parties, yes, the issue would be with the reference to the government client. The Region does not have a charge alleging this specific conduct and it is not part of this Settlement Agreement, so we are not seeking any corrective action at this time, I just wanted to alert the Charged Party to the potential issue, if the Union were to file a charge. The Board has found similar 'chain of command' rules to be a violation of 8(a)(1), see for example, Guardsmark, LLC, 344 NLRB 809 (2005).

Thanks,

Heather

-----Original Message-----

From: Kohler, Dion Y. (Atlanta) [mailto:KohlerD@jacksonlewis.com]

Sent: Tuesday, August 27, 2013 11:05 AM

To: Keough, Heather A.

Subject: RE: Coastal International Security and SPFPA - Case No. 5-CA-094692 (Delinquent Union Dues)

Heather, please clarify for me what portion(s) of the letter the Region considers to be in breach of the settlement agreement. Coastal never agreed to immediately terminate non-compliant employees. Progressive discipline is necessary to give the Company time to replace these armed security guards which have several government mandated requirements. If we terminated a group at one time immediately, we would not be able to fulfill our contract obligations and would be in default.

Also, is your reference to not approaching third parties the reference in the letter not to contact

the government client regarding this issue? Upon what case authority are you relying?

Dion Y. Kohler, Esq.
Jackson Lewis LLP
1155 Peachtree Street, NE
Suite 1000
Atlanta, Georgia 30309-3600
Direct Dial: (404) 586-1843
Facsimile: (404) 525-1173
Mobile: (404) 281-1552
E-mail: kohlerd@jacksonlewis.com

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-----Original Message-----

From: Keough, Heather A. [mailto:Heather.Keough@nrlb.gov]
Sent: Tuesday, August 27, 2013 9:07 AM
To: Spitz, Jonathan J. (Atlanta)
Cc: Kohler, Dion Y. (Atlanta)
Subject: FW: Coastal International Security and SPFPA - Case No. 5-CA-094692 (Delinquent Union Dues)

Good Morning Gentlemen,

The Region considers the attached letter to be a serious breach of the Settlement Agreement. You are already in receipt of the Regional Director's notice that the Charged Party is in non-compliance with the Settlement Agreement, the deadline established in that letter remains firm. The attached letter to employees should be immediately retracted so as to remove any confusion for employees about what may happen.

As stated in the Regional Director's August 21 letter, which is also attached, evidence that the Employer has complied with and honored the Union's requests, or has good cause for refusing to do so, is due to this office by close of business Wednesday, September 4, 2013.

The letter sent by Maureen Dolan does not satisfy compliance and instead is considered a breach of the Settlement Agreement. If the Region does not receive evidence that it was effectively retracted

by September 4, 2013, the Region will exercise its rights under the Performance paragraph of the Settlement Agreement.

Additionally, the Region is very concerned with the broad prohibition contained in the letter that employees not approach third parties about their working conditions.

Please call me with any questions.

Heather

Heather Keough
Compliance Officer

National Labor Relations Board, Region 5 Bank of America Center - Tower II
100 South Charles Street, Suite 600
Baltimore, Maryland 21201
Ph: (410) 962-2880

Representing management exclusively in workplace law and related litigation

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**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 5**

COASTAL INTERNATIONAL SECURITY, INC.

and

Case 5-CA-94692

INTERNATIONAL UNION, SECURITY, POLICE
AND FIRE PROFESSIONALS OF AMERICA
(SPFPA), AND ITS AMALGAMATED LOCAL 287

REISSUED COMPLAINT AND NOTICE OF HEARING

International Union, Security, Police and Fire Professionals of America (SPFPA), and its Amalgamated Local 287, herein called the Charging Party, has charged that Coastal International Security, Inc., herein called Respondent, has been engaging in unfair labor practices as set forth in the National Labor Relations Act, 29 U.S.C. § 151 et seq., herein called the Act. Based thereon, the Acting General Counsel, by the undersigned, pursuant to Section 10(b) of the Act and Section 102.15 of the Rules and Regulations of the National Labor Relations Board, herein called the Board, issues this Complaint and Notice of Hearing and alleges as follows:

1. The charge in this proceeding was filed by the Union on December 11, 2012, and a copy was served by mail on Respondent on December 12, 2012.

2. (a) At all material times, Respondent has been a South Carolina corporation with an office and place of business in the District of Columbia and has been engaged in providing security services to various firms and institutions, including the United States Government at the Ronald Reagan Building and International Trade Center in the District of Columbia.

(b) In conducting its business operations described above in paragraph 2(a), during the calendar year ending December 31, 2012, Respondent performed services valued in excess of \$50,000 in states outside the District of Columbia.

(c) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

3. At all material times, the Union, has been a labor organization within the meaning of Section 2(5) of the Act.

4. At all material times, the following individuals have held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Maureen Dolan	-	Labor Relations Specialist
Sean Engelin	-	Director of Labor Relations
Janet Gunn	-	Vice-President of Human Resources
Justin Reilly	-	Senior Legal Administrator

5. (a) The following employees of Respondent, herein called the Unit, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All Security Officer Employees within the unit working at the Ronald Reagan Building in Washington, DC, excluding all other employees including Sergeants, Lieutenants, Captains, office clerical employees and professional employees as defined in the National Labor Relations Act.

(b) Since at least sometime in or around July 2011, the exact date being presently unknown to the undersigned, and at all material times, Respondent has recognized the Union as the exclusive collective-bargaining representative of Unit. This recognition has been embodied in a collective-bargaining agreement effective by its terms from July 29, 2011, until July 31, 2014.

(c) At all times since at least sometime in or around July 2011, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

6. (a) Since on or about June 12, 2012, Respondent failed to continue in effect all the terms and conditions of the agreement described above in paragraph 5(b) by failing and refusing to

terminate, upon the Union's valid request, employees who fail to become members of the Union pursuant to the union-security provisions within the agreement described above in paragraph 5(b).

(b) The terms and conditions of employment described above in paragraph 6(a), are mandatory subjects for the purposes of collective bargaining.

(c) Respondent engaged in the conduct described above in paragraphs 6(a) and 6(b), without the Union's consent.

7. By the conduct described above in paragraph 6, Respondent has been failing and refusing to bargain collectively with the exclusive collective-bargaining representative of its employees within the meaning of Section 8(d) of the Act in violation of Section 8(a)(1) and (5) of the Act.

8. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

Dated at Baltimore, Maryland this 12th day of November 2013.

(SEAL)

WAYNE R. GOLD

Wayne R. Gold, Regional Director
National Labor Relations Board, Region 5
Bank of America Center -Tower II
100 South Charles Street, Suite 600
Baltimore, Maryland 21201

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 05**

COASTAL INTERNATIONAL SECURITY INC.

and

Case 5-CA-94692

NATIONAL ASSOCIATION OF SPECIAL POLICE
AND FIRE PROFESSIONALS OF AMERICA
(SPFPA), AND ITS AMALGAMATED LOCAL 287

AFFIDAVIT OF SERVICE OF: Reissued Complaint and Notice of Hearing
(with forms NLRB-4338 and NLRB-4668 attached)

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on **November 12, 2013**, I served the above-entitled document(s) by **certified or regular mail**, as noted below, upon the following persons, addressed to them at the following addresses:

7010 0780 0000 3625 4519

JONATHAN J. SPITZ, ESQ.
JACKSON, LEWIS, LLP
SUITE 1000
1155 PEACHTREE STREET, NE
ATLANTA, GA 30309-3630

MR. SEAN J. ENGELIN
COASTAL INTERNATIONAL
SECURITY, INC.
P.O. BOX 1410
SANTA CRUZ, NM 87567-1410

GORDON A. GREGORY, ESQ.
GREGORY, MOORE, JEAKLE & BROOKS, P.C.
THE CADILLAC TOWER
65 CADILLAC SQUARE, SUITE 3727
DEROIT, MI 48226-2822

INT'L. UNION, SECURITY, POLICE
AND FIRE PROFESSIONALS OF
AMERICA (SPFPA), LOCAL 287
25510 KELLY ROAD
ROSEVILLE, MI 48066-4932

November 12, 2013

Date

Monica Graves

Name

/s/ Monica Graves

Signature